

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 3 AUG 99	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY ENGINEER DISTRICT, FORT WORTH ATTN: CESWF-CT (RM 2A19) PO BOX 17300 FORT WORTH, TX 76102-0300		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(√)	9A. AMENDMENT OF SOLICITATION NO. DACA63-99-R-0021	
		×	9B. DATED (SEE ITEM 11) 6 JULY 1999	
			10A. MODIFICATION OF CONTRACTS/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Solicitation for INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONSTRUCTION & SERVICE CONTRACT FOR INSTALLATION SUPPORT, PRIMARILY FORT POLK, LOUISIANA, is amended as follows:

See Continuation Sheet

NOTE: Receipt of Proposal date remains "20 August 1999, 4 p.m., local time, as previously announced.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

Item 14. Continued.

CHANGES TO THE TABLE OF CONTENTS

1. Table of Contents - Replace page 1 of the Table of Contents with the accompanying new page 1, bearing the notation "ACCOMPANYING AMENDMENT NO. 0004 TO SOLICITATION NO. DACA63-99-R-0021:"

CHANGES TO THE BIDDING SCHEDULE

1. Bidding Schedule - Replace the Bidding Schedule with the accompanying new Bidding Schedule, bearing the notation "AMENDMENT 0004":

CHANGES TO THE PROPOSAL REQUIREMENTS AND CONTRACT FORMS

1. Write in changes:

Section 00210:

Page -1, paragraph 2.1.1: Last sentence, change "original and four (4) copies" to "original and **seven (7)** copies"

Page -1, paragraph 2.1.1.1: Last sentence, change "original and four (4) copies" to "original and **seven (7)** copies"

Page -7, paragraph 8.2.4: Change goal from 9.4% to **5.5%**.

Section 00250:

Page -3, paragraph 5.1.1.3: In parenthesis (), after 6.1.1.1 add "**Section 00210**".

2. Replacement Sections - Replace the following sections with the accompanying new sections of the same number and title (except 00720 title has been changed) each bearing the notation "AMENDMENT 0004":

00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

00600 REPRESENTATIONS & CERTIFICATIONS

00700 CONTRACT CLAUSES

00720 **CONTRACT DATA REQUIREMENTS LIST/DATA ITEM DESCRIPTION**

00800 SPECIAL CONTRACT REQUIREMENTS

3. New Sections - Add the following new section, bearing the notation "AMENDMENT 0004": (This was previously numbered as 00720)

Section **00715 AFFIRMATIVE ACTION PLAN**

END OF AMENDMENT

ACCOMPANYING AMENDMENT NO. 0004 TO SOLICITATION NO. DACA63-99-R-0021

TABLE OF CONTENTS**PROPOSAL REQUIREMENTS, CONTRACT FORMS,
AND CONDITIONS OF THE CONTRACT****SECTION NO. TITLE****DIVISION 00 - PROPOSAL REQUIREMENTS AND CONTRACT FORMS**

00010	STANDARD FORM 1442, SOLICITATION, OFFER, AND AWARD; AND BID SCHEDULE
00100	INSTRUCTIONS, CONDITIONS, AND NOTICES TO [AM#1] <u>BIDDERS</u>
[AM#1] 00102	<u>PRE-PROPOSAL CONFERENCE/SITE VISITATION</u>
00110	OFFERORS CHECKLIST
00210	PROPOSAL SUBMISSION REQUIREMENTS
[AM#1] 00220	<u>SAMPLE PROJECT</u>
00250	EVALUATION FACTORS FOR AWARD
00500	FORMS
00600	REPRESENTATIONS & CERTIFICATIONS
00700	CONTRACT CLAUSES
00710	WAGE DETERMINATIONS DECISION
[AM#4] 00715	<u>AFFIRMATIVE ACTION PLAN</u>
[AM#4] 00720	<u>CONTRACT DATA REQUIREMENTS LIST/DATA ITEM DESCRIPTION</u>
[AM#4] 00730	<u>LICENSE FOR USE OF LAND</u>
00800	SPECIAL CONTRACT REQUIREMENTS
00800A	APPENDIX A EXAMPLES OF EMBEDDED SYSTEMS

SPECIFICATIONS**SECTION NO. TITLE****DIVISION 01 - GENERAL REQUIREMENTS**

01000	CONSTRUCTION SCHEDULE
01045	ALTERATIONS TO EXISTING BUILDING(S)
01090	SOURCES FOR REFERENCE PUBLICATIONS
01121	SPECIAL PROJECT PROCEDURES FOR FORT POLK
01200	PROJECT MEETINGS
01320	PROJECT SCHEDULE
01321	PROGRESS SCHEDULE
01330	SUBMITTAL PROCEDURES
01410	ENVIRONMENTAL PROTECTION
01451	CONTRACTOR QUALITY CONTROL
01500	TEMPORARY CONSTRUCTION FACILITIES
01560	TEMPORARY SAFETY CONTROLS
1700	CONTRACT CLOSEOUT

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
BASE PERIOD					
<u>PROFESSIONAL CATEGORIES</u>					
PROVIDE SERVICES IN SUPPORT OF THE IDIQ CONSTRUCTION/ SERVICES CONTRACT, FORT POLK, LOUISIANA					
*****		*****	*****	*****	*****
0001	PROFESSIONAL LEVEL 1: PROJECT SUPERINTENDENT, QUALITY CONTROL MANAGER, QUALITY CONTROL OFFICER, SITE SAFETY OFFICER, COMPUTER SYSTEM SPECIALIST, CONTRACT ADMINISTRATOR, AND ENGINEERING SUPPORT	875	HR	_____ . ____	_____ . ____
0002	PROFESSIONAL LEVEL 2: ARCHITECTURAL, ENGINEERING, COST ESTIMATOR, TRAINING, COMPUTER SCIENTIST, SAFETY ENGINEER, INDUSTRIAL HYGIENIST, BIOLOGIST, ENVIRONMENTALIST, AND AGRONOMIST	625	HR	_____ . ____	_____ . ____
0003	PROFESSIONAL LEVEL 3: PROJECT ENGINEER	437.5	HR	_____ . ____	_____ . ____
0004	PROFESSIONAL LEVEL 4: PROGRAM AND PROJECT MANAGER	187.5	HR	_____ . ____	_____ . ____
0005	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR		_____ . ____
0006	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
0007	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
*****	<u>PERFORMANCE AND PAYMENT BONDS</u>	*****	*****	*****	*****
0008	INITIAL BONDING				

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	PERFORMANCE BONDS - \$2,000,000	1	LS	_____ . ____	_____ . ____
	PAYMENT BONDS - \$1,000,000				
0009	ADDITIONAL BONDING (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER	4.000	1K	_____ . ____	_____ . ____
0010	DOWNTIME	62.5	UH	_____ . ____	_____ . ____
*****	<u>CONSTRUCTION CATEGORIES</u>	*****	*****	*****	*****
0101	ACOUSTICAL CEILING INSTALLERS	40	HR	_____ . ____	_____ . ____
0102	AIR CONDITIONING AND HEATING MECHANICS (EXCLUDING DUCT WORK)	40	HR	_____ . ____	_____ . ____
0103	AIR CONDITIONING MECHANICS	25	HR	_____ . ____	_____ . ____
0104	AIR TOOL OPERATOR	10	HR	_____ . ____	_____ . ____
0105	ASBESTOS WORKERS/MECHANICAL	150	HR	_____ . ____	_____ . ____
0106	ASPHALT DISTRIBUTOR OPERATOR	30	HR	_____ . ____	_____ . ____
0107	ASPHALT HEATER OPERATOR	30	HR	_____ . ____	_____ . ____
0108	ASPHALT PAVING MACHINE	30	HR	_____ . ____	_____ . ____
0109	ASPHALT RAKER	30	HR	_____ . ____	_____ . ____
0110	ASPHALT SHOVELER	30	HR	_____ . ____	_____ . ____
0111	BARRICADE SERVICE WORK ZONE	10	HR	_____ . ____	_____ . ____
0112	BATCHING PLANT WEIGHER	15	HR	_____ . ____	_____ . ____
0113	BATTERBOARD SETTER	10	HR	_____ . ____	_____ . ____
0114	BLASTER	10	HR	_____ . ____	_____ . ____
0115	BOILERMAKERS	10	HR	_____ . ____	_____ . ____
0116	BRICKLAYERS	100	HR	_____ . ____	_____ . ____
0117	BROOM OR SWEEPER OPERATOR	5	HR	_____ . ____	_____ . ____
0118	BULLDOZER, 150 HP & LESS	15	HR	_____ . ____	_____ . ____
0119	BULLDOZER, OVER 150 HP	15	HR	_____ . ____	_____ . ____
0120	CABLE SPLICERS	50	HR	_____ . ____	_____ . ____

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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0121	CARPENTERS	100	HR	_____ . ____	_____ . ____
0122	CARPENTERS (INCLUDING DRYWALL HANGARS)	75	HR	_____ . ____	_____ . ____
0123	CEMENT MASONS	150	HR	_____ . ____	_____ . ____
0124	CONCRETE FINISHER - PAVING	150	HR	_____ . ____	_____ . ____
0125	CONCRETE FINISHER - STRUCTURES	200	HR	_____ . ____	_____ . ____
0126	CONCRETE PAVING CURING MACHINE	150	HR	_____ . ____	_____ . ____
0127	CONCRETE PAVING FINISHING MACHINE	100	HR	_____ . ____	_____ . ____
0128	CONCRETE PAVING GANG VIBRATOR	100	HR	_____ . ____	_____ . ____
0129	CONCRETE PAVING SAW	50	HR	_____ . ____	_____ . ____
0130	CONCRETE RUBBER	20	HR	_____ . ____	_____ . ____
0131	DRILLERS	15	HR	_____ . ____	_____ . ____
0132	DRYWALL FINISHERS	57.5	HR	_____ . ____	_____ . ____
0133	DRYWALL HANGERS	150	HR	_____ . ____	_____ . ____
0134	ELECTRICIANS	200	HR	_____ . ____	_____ . ____
0135	ELECTROSTATIC SPRAY PAINTER	40	HR	_____ . ____	_____ . ____
0136	ELEVATOR MECHANICS	50	HR	_____ . ____	_____ . ____
0137	FLAGGER	15	HR	_____ . ____	_____ . ____
0138	FORM BUILDERS	50	HR	_____ . ____	_____ . ____
0139	FORM BUILDER - STRUCTURES	100	HR	_____ . ____	_____ . ____
0140	FORM LINER - PAVING & CURB	50	HR	_____ . ____	_____ . ____
0141	FORM SETTERS	27.5	HR	_____ . ____	_____ . ____
0142	FORM SETTER - PAVING & CURB	50	HR	_____ . ____	_____ . ____
0143	FORM SETTER - STRUCTURES	80	HR	_____ . ____	_____ . ____
0144	FOUNDATION DRILL OPERATORS - CRAWLER MOUNTED	55	HR	_____ . ____	_____ . ____
0145	FOUNDATION DRILL OPERATORS - TRUCK MOUNTED	20	HR	_____ . ____	_____ . ____

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0146	FRONT END LOADER - 2½ C. Y. AND LESS	20	HR	_____ . ____	_____ . ____
0147	FRONT END LOADER - OVER 2½ C. Y.	15	HR	_____ . ____	_____ . ____
0148	GLAZIERS	40	HR	_____ . ____	_____ . ____
0149	GROUNDMAN	15	HR	_____ . ____	_____ . ____
0150	HOIST - DOUBLE DRUM	15	HR	_____ . ____	_____ . ____
0151	HVAC MECHANICS	55	HR	_____ . ____	_____ . ____
0152	INSULATION INSTALLERS	60	HR	_____ . ____	_____ . ____
0153	INSULATION INSTALLERS (BATT AND BLOWN)	65	HR	_____ . ____	_____ . ____
0154	IRONWORKERS	40	HR	_____ . ____	_____ . ____
0155	IRONWORKERS, REINFORCING	110	HR	_____ . ____	_____ . ____
0156	IRONWORKERS, STRUCTURAL	110	HR	_____ . ____	_____ . ____
0157	LABORERS	200	HR	_____ . ____	_____ . ____
0158	LABORERS, COMMON	200	HR	_____ . ____	_____ . ____
0159	LABORERS (INCLUDING MASON TENDERS)	150	HR	_____ . ____	_____ . ____
0160	LABORERS, UNSKILLED	60	HR	_____ . ____	_____ . ____
0161	LABORERS, UTILITY	150	HR	_____ . ____	_____ . ____
0162	LANDSCAPERS	100	HR	_____ . ____	_____ . ____
0163	LATHERS	10	HR	_____ . ____	_____ . ____
0164	LINEMAN AND ALL EQUIPMENT OPERATORS	10	HR	_____ . ____	_____ . ____
0165	LOADERS	15	HR	_____ . ____	_____ . ____
0166	MANHOLE BUILDERS	17.5	HR	_____ . ____	_____ . ____
0167	MARBLE, TILE & TERRAZZO WORKERS	55	HR	_____ . ____	_____ . ____
0168	MECHANIC	10	HR	_____ . ____	_____ . ____
0169	MILLING MACHINE OPERATOR	5	HR	_____ . ____	_____ . ____
0170	MILLWRIGHTS	5	HR	_____ . ____	_____ . ____

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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0171	MIXER	15	HR	_____ . ____	
_____	MOTOR GRADER OPERATOR, FINE GRADE	10	HR	_____ . ____	_____ . ____
0172					
0173	MOTOR GRADER OPERATOR	5	HR	_____ . ____	_____ . ____
0174	MOUNTED SIGN INSTALLER PERMANENT GROUND	5	HR	_____ . ____	_____ . ____
0175	OILER	5	HR	_____ . ____	_____ . ____
0176	PAINTERS	120	HR	_____ . ____	_____ . ____
0177	PAINTERS - STRUCTURES	100	HR	_____ . ____	_____ . ____
0178	PAPERHANGERS	100	HR	_____ . ____	_____ . ____
0179	PAVEMENT MARKING MACHINE	15	HR	_____ . ____	_____ . ____
0180	PAVING SUB-GRADER	10	HR	_____ . ____	_____ . ____
0181	PILEDRIIVER	12.5	HR	_____ . ____	_____ . ____
0182	PIPE LAYER	20	HR	_____ . ____	_____ . ____
0183	PLANER OPERATOR	10	HR	_____ . ____	_____ . ____
0184	PLASTERS	15	HR	_____ . ____	_____ . ____
0185	PLUMBERS	100	HR	_____ . ____	_____ . ____
0186	PLUMBERS AND PIPEFITTERS (EXCLUDING HVAC WORK)	100	HR	_____ . ____	_____ . ____
0187	TILE SETTERS	15	HR	_____ . ____	_____ . ____
	POWER EQUIPMENT OPERATORS:				
0201	BACKHOE	50	HR	_____ . ____	_____ . ____
0202	CLAMSHELLS	25	HR	_____ . ____	_____ . ____
0203	CRANES	25	HR	_____ . ____	_____ . ____
0204	DERRICKS	20	HR	_____ . ____	_____ . ____
0205	DOZERS	20	HR	_____ . ____	_____ . ____
0206	DRAGLINE	15	HR	_____ . ____	_____ . ____
0207	FRONT END LOADERS	26.25	HR	_____ . ____	_____ . ____

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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0208	GRADERS	26.25	HR	_____ . ____	_____ . ____
0209	LOADERS	25	HR	_____ . ____	_____ . ____
0210	ROLLERS	180	HR	_____ . ____	_____ . ____
0211	SCRAPERS	22.5	HR	_____ . ____	_____ . ____
0212	SHOVELS	15	HR	_____ . ____	_____ . ____
0213	SHOVELS - LESS THAN 1 ½ C. Y.	15	HR	_____ . ____	_____ . ____
0214	TRACTORS	27.5	HR	_____ . ____	_____ . ____
0215	REINFORCING STEEL SETTER PAVING	10	HR	_____ . ____	_____ . ____
0216	REINFORCING STEEL SETTER STRUCTURES	10	HR	_____ . ____	_____ . ____
0217	ROLLER, PNEUMATIC, SELF PROPELLED	10	HR	_____ . ____	_____ . ____
0218	ROLLER, STEEL WHEEL OTHER FLATWHEEL OR TAMPING	5	HR	_____ . ____	_____ . ____
0219	ROLLER, STEEL WHEEL PLANT-MIX	4	HR	_____ . ____	_____ . ____
0220	ROOFERS	50	HR	_____ . ____	_____ . ____
0221	SCRAPER - 17 C. Y. & LESS	40	HR	_____ . ____	_____ . ____
0222	SCRAPER - OVER 17 C. Y.	40	HR	_____ . ____	_____ . ____
0223	SELF PROPELLED HAMMER OPERATOR	5	HR	_____ . ____	_____ . ____
0224	SERVICER	5	HR	_____ . ____	_____ . ____
0225	SHEET METAL WORKERS	15	HR	_____ . ____	_____ . ____
0226	SHEET METAL WORKERS (INCLUDING HVAC WORK)	27.5	HR	_____ . ____	_____ . ____
0227	SIDE BOOM	5	HR	_____ . ____	_____ . ____
0228	SIGN ERECTOR	5	HR	_____ . ____	_____ . ____
0229	SLIPFORM MACHINE OPERATOR	12.5	HR	_____ . ____	_____ . ____
0230	SOFT FLOOR LAYERS	15	HR	_____ . ____	_____ . ____
0231	SPREADER BOX OPERATOR	5	HR	_____ . ____	_____ . ____
0232	SPRINKLER FITTERS	5	HR	_____ . ____	_____ . ____

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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0233	STEEL SETTERS	27.5	HR	_____ . ____	_____ . ____
0234	STEEL WORKERS	27.5	HR	_____ . ____	_____ . ____
0235	STEEL WORK - STRUCTURAL	40	HR	_____ . ____	
0236	STEEPLEJACKS	4	HR	_____ . ____	_____ . ____
0237	TRACTOR - CRAWLER TYPE	5	HR	_____ . ____	_____ . ____
0238	TRACTOR - PNEUMATIC	5	HR	_____ . ____	_____ . ____
0239	TRAVELING MIXER	20	HR	_____ . ____	_____ . ____
0240	TRENCHING MACHINE	20	HR	_____ . ____	_____ . ____
0241	TRUCK DRIVERS	20	HR	_____ . ____	_____ . ____
0242	TRUCK DRIVER - LOWBOY/FLOAT	20	HR	_____ . ____	_____ . ____
0243	TRUCK DRIVER, SINGLE AXLE LIGHT	5	HR	_____ . ____	_____ . ____
0244	TRUCK DRIVER, SINGLE AXLE HEAVY	5	HR	_____ . ____	_____ . ____
0245	TRUCK DRIVER, TANDEM AXLE	5	HR	_____ . ____	_____ . ____
0246	TRUCK DRIVER, TANDEM AXLE SEMI TRAILER	5	HR	_____ . ____	_____ . ____
0247	TRUCK DRIVERS, TRANSIT MIX	15	HR	_____ . ____	_____ . ____
0248	VIBRATOR OPERATOR	5	HR	_____ . ____	_____ . ____
0259	WAGON-DRILL/BORING MACHINE/POST HOLE DRILLER OPERATOR	10	HR	_____ . ____	_____ . ____
0250	WELDERS	15	HR	_____ . ____	_____ . ____
*****	<u>SERVICE CATEGORIES</u>	*****	*****	*****	*****
0301	ACCOUNTING CLERK I	4	HR	_____ . ____	_____ . ____
0302	ACCOUNTING CLERK II	4	HR	_____ . ____	_____ . ____
0303	ACCOUNTING CLERK III	4	HR	_____ . ____	_____ . ____
0304	ACCOUNTING CLERK IV	4	HR	_____ . ____	_____ . ____
0305	APPLIANCE MECHANIC	5	HR	_____ . ____	_____ . ____

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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0306	ARCHEOLOGICAL TECHNICIAN	5	HR	_____ . ____	_____ . ____
0307	ASBESTOS WORKERS/INSULATORS	150	HR	_____ . ____	_____ . ____
0308	AUTOMOTIVE WORKER	4	HR	_____ . ____	_____ . ____
0309	BOILER TENDER	4	HR	_____ . ____	_____ . ____
0310	CABLE SPLICER	20	HR	_____ . ____	_____ . ____
0311	CARPENTER, MAINTENANCE	55	HR	_____ . ____	_____ . ____
0312	CARPET LAYER	50	HR	_____ . ____	_____ . ____
0313	CIVIL ENGINEERING TECHNICIAN	40	HR	_____ . ____	_____ . ____
0314	CLEANER, VEHICLES	24	HR	_____ . ____	_____ . ____
0315	COMPUTER OPERATOR I	17.5	HR	_____ . ____	_____ . ____
0316	COMPUTER OPERATOR II	17.5	HR	_____ . ____	_____ . ____
0317	COMPUTER OPERATOR III	17.5	HR	_____ . ____	_____ . ____
0318	COMPUTER OPERATOR IV	10	HR	_____ . ____	_____ . ____
0319	COMPUTER OPERATOR V	10	HR	_____ . ____	_____ . ____
0320	COMPUTER PROGRAMMER I	5	HR	_____ . ____	_____ . ____
0321	COMPUTER PROGRAMMER II	5	HR	_____ . ____	_____ . ____
0322	COMPUTER PROGRAMMER III	5	HR	_____ . ____	_____ . ____
0323	COMPUTER PROGRAMMER IV	5	HR	_____ . ____	_____ . ____
0324	COMPUTER SYSTEMS ANALYST I	5	HR	_____ . ____	_____ . ____
0325	COMPUTER SYSTEMS ANALYST II	10	HR	_____ . ____	_____ . ____
0326	COMPUTER SYSTEMS ANALYST III	5	HR	_____ . ____	_____ . ____
0327	COURT REPORTER	3	HR	_____ . ____	_____ . ____
0328	DISPATCHER, MOTOR VEHICLE	5	HR	_____ . ____	_____ . ____
0329	DOCUMENT PREPARATION CLERK	10	HR	_____ . ____	_____ . ____
0330	DRAFTER I	40	HR	_____ . ____	_____ . ____
0331	DRAFTER II	10	HR	_____ . ____	_____ . ____
0332	DRAFTER III	15	HR	_____ . ____	_____ . ____
0333	DRAFTER IV	15	HR	_____ . ____	_____ . ____

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0334	DUPLICATING MACHINE OPERATOR	5	HR	_____ . _____	_____ . _____
0335	ELECTRICIAN, AUTOMOTIVE	5	HR	_____ . _____	_____ . _____
0336	ELECTRICIAN, MAINTENANCE	27.5	HR	_____ . _____	_____ . _____
0337	ELECTRONICS TECHNICIAN, MAINTENANCE I	5	HR	_____ . _____	_____ . _____
0338	ELECTRONICS TECHNICIAN, MAINTENANCE II	5	HR	_____ . _____	_____ . _____
0339	ELECTRONICS TECHNICIAN, MAINTENANCE III	5	HR	_____ . _____	_____ . _____
0340	ENGINEERING TECHNICIAN I	10	HR	_____ . _____	_____ . _____
0341	ENGINEERING TECHNICIAN II	15	HR	_____ . _____	_____ . _____
0342	ENGINEERING TECHNICIAN III	15	HR	_____ . _____	_____ . _____
0343	ENGINEERING TECHNICIAN IV	10	HR	_____ . _____	_____ . _____
0344	ENGINEERING TECHNICIAN V	10	HR	_____ . _____	_____ . _____
0345	ENGINEERING TECHNICIAN VI	5	HR	_____ . _____	_____ . _____
0346	ENVIRONMENTAL TECHNICIAN	15	HR	_____ . _____	_____ . _____
0347	FINISHER, FLATWORK, MACHINE	15	HR	_____ . _____	_____ . _____
0348	FIRE ALARM SYSTEM MECHANIC	15	HR	_____ . _____	_____ . _____
0349	FIREFIGHTER	50	HR	_____ . _____	_____ . _____
0350	FORKLIFT OPERATOR	40	HR	_____ . _____	_____ . _____
0351	FUEL DISTRIBUTION SYSTEM MECHANIC	80	HR	_____ . _____	_____ . _____
0352	FUEL DISTRIBUTION SYSTEM OPERATOR	40	HR	_____ . _____	_____ . _____
0353	GARDENER	120	HR	_____ . _____	_____ . _____
0354	GENERAL CLERK I	80	HR	_____ . _____	_____ . _____
0355	GENERAL CLERK II	80	HR	_____ . _____	_____ . _____
0356	GENERAL CLERK III	80	HR	_____ . _____	_____ . _____
0357	GENERAL CLERK IV	80	HR	_____ . _____	_____ . _____
0358	GENERAL MAINTENANCE WORKER	50	HR	_____ . _____	_____ . _____

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0359	GUARD I	15	HR	_____ . ____	_____ . ____
0360	GUARD II	15	HR	_____ . ____	_____ . ____
0361	HEAT, REFRIGERATION, & AC MECHANIC	100	HR	_____ . ____	
0362	HEAVY EQUIPMENT MECHANIC	10	HR	_____ . ____	_____ . ____
0363	HEAVY EQUIPMENT OPERATOR	15	HR	_____ . ____	_____ . ____
0364	HOUSEKEEPING AIDE I	5	HR	_____ . ____	_____ . ____
0365	HOUSEKEEPING AIDE II	5	HR	_____ . ____	_____ . ____
0366	INSTRUCTOR	10	HR	_____ . ____	_____ . ____
0367	INSTRUMENT MECHANIC	5	HR	_____ . ____	_____ . ____
0368	JANITOR	15	HR	_____ . ____	_____ . ____
0369	KEY ENTRY OPERATOR I	5	HR	_____ . ____	_____ . ____
0370	KEY ENTRY OPERATOR II	5	HR	_____ . ____	_____ . ____
0371	LABOR	20	HR	_____ . ____	_____ . ____
0372	LABOR, GROUNDS MAINTENANCE	20	HR	_____ . ____	_____ . ____
0373	LOCKSMITH	22.5	HR	_____ . ____	_____ . ____
0374	MACHINE-TOOL OPERATOR (TOOLROOM)	22.5	HR	_____ . ____	_____ . ____
0375	MACHINERY MAINTENANCE MECHANIC	5	HR	_____ . ____	_____ . ____
0376	MACHINIST, MAINTENANCE	5	HR	_____ . ____	_____ . ____
0377	MAID OR HOUSEMAN	5	HR	_____ . ____	_____ . ____
0378	MAINTENANCE TRADES HELPER	5	HR	_____ . ____	_____ . ____
0379	MATERIAL COORDINATOR	5	HR	_____ . ____	_____ . ____
0380	MATERIAL EXPEDITER	5	HR	_____ . ____	_____ . ____
0381	MATERIAL HANDLING LABORER	5	HR	_____ . ____	_____ . ____
0382	MILWRIGHT	4	HR	_____ . ____	_____ . ____
0383	MOBILE EQUIPMENT SERVICER	3	HR	_____ . ____	_____ . ____
0384	MOTOR EQUIPMENT METAL MECHANIC	3	HR	_____ . ____	_____ . ____
0385	MOTOR EQUIPMENT METAL				

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	WORKER	3	HR	_____ . ____	_____ . ____
0386	MOTOR VEHICLE MECHANIC	10	HR	_____ . ____	_____ . ____
0387	MOTOR VEHICLE MECHANIC HELPER	10	HR	_____ . ____	
0388	MOTOR VEHICLE WRECKER	2.5	HR	_____ . ____	_____ . ____
0389	OFFICE APPLIANCE REPAIRER	5	HR	_____ . ____	_____ . ____
0390	ORDER CLERK I	15	HR	_____ . ____	_____ . ____
0391	ORDER CLERK II	15	HR	_____ . ____	_____ . ____
0392	PAINTER, MAINTENANCE	25	HR	_____ . ____	_____ . ____
0393	PERIPHERAL EQUIPMENT OPERATOR	5	HR	_____ . ____	_____ . ____
0394	PIPEFITTER, MAINTENANCE	10	HR	_____ . ____	_____ . ____
0395	PLUMBER, MAINTENANCE	10	HR	_____ . ____	_____ . ____
0396	PNEUDRAULIC SYSTEMS MECHANIC	5	HR	_____ . ____	_____ . ____
0397	RECYCLING WORKER	5	HR	_____ . ____	_____ . ____
0398	REFUSE COLLECTOR	5	HR	_____ . ____	_____ . ____
0399	RIGGER	5	HR	_____ . ____	_____ . ____
0400	SCALE MECHANIC	5	HR	_____ . ____	_____ . ____
0401	SCHEDULER, MAINTENANCE	5	HR	_____ . ____	_____ . ____
0402	SECRETARY I	5	HR	_____ . ____	_____ . ____
0403	SECRETARY II	5	HR	_____ . ____	_____ . ____

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0404	SECRETARY III	5	HR	_____ . ____	_____ . ____
0405	SECRETARY IV	5	HR	_____ . ____	_____ . ____
0406	SECRETARY V	5	HR	_____ . ____	_____ . ____
0407	SERVICES ORDER DISPATCHER	5	HR	_____ . ____	_____ . ____
0408	SEWAGE PLANT OPERATOR	5	HR	_____ . ____	_____ . ____
0409	SHEET-METAL WORKER, MAINTENANCE	10	HR	_____ . ____	_____ . ____
0410	SHIPPING PACKER	5	HR	_____ . ____	_____ . ____
0411	SHIPPING/RECEIVING CLERK	5	HR	_____ . ____	_____ . ____
0412	SMALL ENGINE MECHANIC	5	HR	_____ . ____	_____ . ____
0413	STATIONARY ENGINEER	5	HR	_____ . ____	_____ . ____
0414	STENOGRAPHER I	2.5	HR	_____ . ____	_____ . ____
0415	STENOGRAPHER II	2.5	HR	_____ . ____	_____ . ____
0416	SUPPLY TECHNICIAN	5	HR	_____ . ____	_____ . ____
0417	SURVEY PARTY CHIEF	15	HR	_____ . ____	_____ . ____
0418	SURVEY WORKER (INTERVIEWER)	10	HR	_____ . ____	_____ . ____
0419	SURVEYING AIDE	10	HR	_____ . ____	_____ . ____
0420	SURVEYING TECHNICIAN	10	HR	_____ . ____	_____ . ____
0421	SWITCHBOARD OPERATOR - RECEPTIONIST	10	HR	_____ . ____	_____ . ____
0422	TECHNICAL WRITER	15	HR	_____ . ____	_____ . ____

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0423	TELECOMMUNICATIONS MECHANIC I	27.5	HR	_____ . ____	_____ . ____
0424	TELECOMMUNICATIONS MECHANIC II	22.5	HR	_____ . ____	_____ . ____
0425	TELEPHONE LINEMAN	20	HR	_____ . ____	_____ . ____
0426	TIRE REPAIRER	2.5	HR	_____ . ____	_____ . ____
0427	TOOL AND DIE MAKER	2.5	HR	_____ . ____	_____ . ____
0428	TOOLS AND PARTS ATTENDANT	2.5	HR	_____ . ____	_____ . ____
0429	TRACTOR OPERATOR	5	HR	_____ . ____	_____ . ____
0430	TRANSMISSION REPAIR SPECIALIST	2.5	HR	_____ . ____	_____ . ____
0431	TRAVEL CLERK I	5	HR	_____ . ____	_____ . ____
0432	TRAVEL CLERK II	2	HR	_____ . ____	_____ . ____
0433	TRAVEL CLERK III	2	HR	_____ . ____	_____ . ____
0434	TRUCKDRIVER, LIGHT	50	HR	_____ . ____	_____ . ____
0435	TRUCKDRIVER, MEDIUM TRUCK	50	HR	_____ . ____	_____ . ____
0436	TRUCKDRIVER, HEAVY TRUCK	50	HR	_____ . ____	_____ . ____
0437	TRUCKDRIVER, TRACTOR-TRAILER	40	HR	_____ . ____	_____ . ____
0438	VENTILATION EQUIPMENT TENDER	12.5	HR	_____ . ____	_____ . ____
0439	WAREHOUSE SPECIALIST	10	HR	_____ . ____	_____ . ____
0440	WATER TREATMENT PLANT OPERATOR	8.5	HR	_____ . ____	_____ . ____

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0441	WELDER, COMBINATION, MAINTENANCE	10	HR	_____ . ____	_____ . ____
0442	WELL DRILLER	10	HR	_____ . ____	_____ . ____
0443	WOODCRAFT WORKER	10	HR	_____ . ____	_____ . ____
0444	WOODWORKER	10	HR	_____ . ____	_____ . ____
0445	WORD PROCESSOR I	5	HR	_____ . ____	_____ . ____
0446	WORD PROCESSOR II	7.5	HR	_____ . ____	_____ . ____
0447	WORD PROCESSOR III	7.5	HR	_____ . ____	_____ . ____
TOTAL BASE PERIOD (CLINS 0001-0010, 0101-0237, AND 0301-0447)					_____ . ____

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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OPTION PERIOD I

LABOR CATEGORIES: LABOR CATEGORIES IN SUPPORT OF THE IDIQ CONSTRUCTION/SERVICE CONTRACT, FORT HOOD, TEXAS ARE THE SAME AS LISTED UNDER CONSTRUCTION CATEGORIES FOR THE BASE PERIOD, AS ADJUSTED IN ACCORDANCE WITH "EVALUATION OF OPTIONS USING ECONOMIC PRICE ADJUSTMENT FACTOR" (SEE NOTES, SECTION 00010)

***** **PROFESSIONAL CATEGORIES** *****

1001	PROFESSIONAL LEVEL 1: PROJECT SUPERINTENDENT, QUALITY CONTROL MANAGER, QUALITY CONTROL OFFICER, SITE SAFETY OFFICER, COMPUTER SYSTEM SPECIALIST, CONTRACT ADMINISTRATOR, AND ENGINEERING SUPPORT	875	HR	_____ . ____	_____ . ____
1002	PROFESSIONAL LEVEL 2: ARCHITECTURAL, ENGINEERING, COST ESTIMATOR, TRAINING, COMPUTER SCIENTIST, SAFETY ENGINEER, INDUSTRIAL HYGIENIST, BIOLOGIST, ENVIRONMENTALIST, AND AGRONOMIST	625	HR	_____ . ____	_____ . ____
1003	PROFESSIONAL LEVEL 3: PROJECT ENGINEER	437.5	HR	_____ . ____	_____ . ____
1004	PROFESSIONAL LEVEL 4: PROGRAM AND PROJECT MANAGER	187.5	HR	_____ . ____	_____ . ____
1005	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING				

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR		_____ . ____
1006	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
1007	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
*****	<u>PERFORMANCE AND PAYMENT BONDS</u>	*****	*****	*****	*****
1008	INITIAL BONDING PERFORMANCE BONDS - \$1,000,000.00 PAYMENT BONDS - \$500,000.00	1	LS	_____ . ____	_____ . ____
1009	ADDITIONAL BONDING (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER	4.000	1K	_____ . ____	_____ . ____
1010	DOWNTIME	62.5	UH	_____ . ____	_____ . ____
TOTAL OPTION PERIOD I (CLINS 1001-1010)					_____ . ____

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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OPTION PERIOD II

LABOR CATEGORIES: LABOR CATEGORIES IN SUPPORT OF THE IDIQ CONSTRUCTION/SERVICE CONTRACT, FORT POLK, LA ARE THE SAME AS LISTED UNDER CONSTRUCTION CATEGORIES FOR THE BASE PERIOD, AS ADJUSTED IN ACCORDANCE WITH "EVALUATION OF OPTIONS USING ECONOMIC PRICE ADJUSTMENT FACTOR" (SEE NOTES, SECTION 00010)

***** **PROFESSIONAL CATEGORIES** *****

2001	PROFESSIONAL LEVEL 1: PROJECT SUPERINTENDENT, QUALITY CONTROL MANAGER, QUALITY CONTROL OFFICER, SITE SAFETY OFFICER, COMPUTER SYSTEM SPECIALIST, CONTRACT ADMINISTRATOR, AND ENGINEERING SUPPORT	875	HR	_____ . ____	_____ . ____
2002	PROFESSIONAL LEVEL 2: ARCHITECTURAL, ENGINEERING, COST ESTIMATOR, TRAINING, COMPUTER SCIENTIST, SAFETY ENGINEER, INDUSTRIAL HYGIENIST, BIOLOGIST, ENVIRONMENTALIST, AND AGRONOMIST	625	HR	_____ . ____	_____ . ____
2003	PROFESSIONAL LEVEL 3: PROJECT ENGINEER	437.5	HR	_____ . ____	_____ . ____
2004	PROFESSIONAL LEVEL 4: PROGRAM AND PROJECT MANAGER	187.5	HR	_____ . ____	_____ . ____
2005	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING				

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR		_____ . ____
2006	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
2007	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
*****	<u>PERFORMANCE AND PAYMENT BONDS</u>	*****	*****	*****	*****
2008	INITIAL BONDING PERFORMANCE BONDS - \$2,000,000 PAYMENT BONDS - \$1,000,000	1	LS	_____ . ____	_____ . ____
2009	ADDITIONAL BONDING (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER	4.000	1K	_____ . ____	_____ . ____
2010	DOWNTIME	62.5	UH	_____ . ____	_____ . ____
	TOTAL OPTION PERIOD II (CLINS 2001-2010				_____ . ____

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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OPTION PERIOD III

LABOR CATEGORIES: LABOR CATEGORIES IN SUPPORT OF THE IDIQ CONSTRUCTION/SERVICE CONTRACT, FORT POLK, LA ARE THE SAME AS LISTED UNDER CONSTRUCTION CATEGORIES FOR THE BASE PERIOD, AS ADJUSTED IN ACCORDANCE WITH "EVALUATION OF OPTIONS USING ECONOMIC PRICE ADJUSTMENT FACTOR" (SEE NOTES, SECTION 00010)

*****	<u>PROFESSIONAL CATEGORIES</u>	*****	*****	*****	*****
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3001	PROFESSIONAL LEVEL 1: PROJECT SUPERINTENDENT, QUALITY CONTROL MANAGER, QUALITY CONTROL OFFICER, SITE SAFETY OFFICER, COMPUTER SYSTEM SPECIALIST, CONTRACT ADMINISTRATOR, AND ENGINEERING SUPPORT	875	HR	_____ . ____	_____ . ____
3002	PROFESSIONAL LEVEL 2: ARCHITECTURAL, ENGINEERING, COST ESTIMATOR, TRAINING, COMPUTER SCIENTIST, SAFETY ENGINEER, INDUSTRIAL HYGIENIST, BIOLOGIST, ENVIRONMENTALIST, AND AGRONOMIST	625	HR	_____ . ____	_____ . ____
3003	PROFESSIONAL LEVEL 3: PROJECT ENGINEER	437.5	HR	_____ . ____	_____ . ____
3004	PROFESSIONAL LEVEL 4: PROGRAM AND PROJECT MANAGER	187.5	HR	_____ . ____	_____ . ____
3005	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING				

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	OTHER THAN NORMAL WORKING HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR		_____ . ____
3006	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
3007	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
*****	<u>PERFORMANCE AND PAYMENT BONDS</u>	*****	*****	*****	*****
3008	INITIAL BONDING PERFORMANCE BONDS - \$2,000,000 PAYMENT BONDS - \$1,000,000	1	LS	_____ . ____	_____ . ____
3009	ADDITIONAL BONDING (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER	4.000	1K	_____ . ____	_____ . ____
3010	DOWNTIME	62.5	UH	_____ . ____	_____ . ____
	TOTAL OPTION PERIOD III (CLINS 3001-3010)				_____ . ____

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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OPTION PERIOD IV

LABOR CATEGORIES: LABOR CATEGORIES IN SUPPORT OF THE IDIQ CONSTRUCTION/SERVICE CONTRACT, FORT POLK, LA ARE THE SAME AS LISTED UNDER CONSTRUCTION CATEGORIES FOR THE BASE PERIOD, AS ADJUSTED IN ACCORDANCE WITH "EVALUATION OF OPTIONS USING ECONOMIC PRICE ADJUSTMENT FACTOR" (SEE NOTES, SECTION 00010)

***** **PROFESSIONAL CATEGORIES** *****

4001	PROFESSIONAL LEVEL 1: PROJECT SUPERINTENDENT, QUALITY CONTROL MANAGER, QUALITY CONTROL OFFICER, SITE SAFETY OFFICER, COMPUTER SYSTEM SPECIALIST, CONTRACT ADMINISTRATOR, AND ENGINEERING SUPPORT	875	HR	_____ . ____	_____ . ____
4002	PROFESSIONAL LEVEL 2: ARCHITECTURAL, ENGINEERING, COST ESTIMATOR, TRAINING, COMPUTER SCIENTIST, SAFETY ENGINEER, INDUSTRIAL HYGIENIST, BIOLOGIST, ENVIRONMENTALIST, AND AGRONOMIST	625	HR	_____ . ____	_____ . ____
4003	PROFESSIONAL LEVEL 3: PROJECT ENGINEER	437.5	HR	_____ . ____	_____ . ____
4004	PROFESSIONAL LEVEL 4: PROGRAM AND PROJECT MANAGER	187.5	HR	_____ . ____	_____ . ____
4005	OTHER THAN NORMAL WORKING HOURS: OFFERORS SHALL PERFORM FUNCTIONS CALLED OUT IN ANY TASK ORDER DURING OTHER THAN NORMAL WORKING				

**INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FOR CONSTRUCTION/SERVICES CONTRACT FOR
INSTALLATION SUPPORT, FORT POLK LOUISIANA**

BIDDING SCHEDULE
To be attached to SF1442

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	HOURS. THE WORK REQUIRED TO BE PERFORMED, MULTIPLIED BY THIS PERCENTAGE FACTOR OF		HR		_____ . ____
4006	SUBCONTRACTOR AND CONSULTANTS: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
4007	MATERIAL AND EQUIPMENT: (ASSIGNED UNDER INDIVIDUAL TASK ORDERS)		EA		
*****	<u>PERFORMANCE AND PAYMENT BONDS</u>	*****	*****	*****	*****
4008	INITIAL BONDING PERFORMANCE BONDS - \$2,000,000 PAYMENT BONDS - \$1,000,000	1	LS	_____ . ____	_____ . ____
4009	ADDITIONAL BONDING (PER \$1,000.00) TO BE SPECIFIED ON EACH TASK ORDER	4.000	1K	_____ . ____	_____ . ____
4010	DOWNTIME	62.5	UH	_____ . ____	_____ . ____
	TOTAL OPTION PERIOD IV (CLINS 4001-4010)				_____ . ____
	GRAND TOTAL BASE PERIOD AND ALL OPTION PERIODS				_____ . ____

NOTES:

Amend 0004

1. The Contract awarded pursuant to this request for proposal (RFP) is a hybrid contract. The intent will be to award an Indefinite Delivery Indefinite Quantity (IDIQ) type contract for construction and services.

Amend 0004

2. The labor categories rates reflected in the bid schedule are the prime contractor's rates to be used in preparing proposals for task orders. The prime contractor shall consent to subcontract on time-and-material task orders as outlined in Federal Acquisition Regulation (FAR) 52.244-~~2~~ 'SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS).'

Amend 0004

3. TIME-AND-MATERIAL (T&M) TASK ORDERS: When T&M orders are required, the Government may issue them unilaterally (without the Contractor's signature) against this contract. The Contracting Officer will issue a task order stating the effort to be accomplished necessary to complete the work, with a not-to-exceed cost. Subcontracts, consultants, materials, and equipment shall be billed and will be paid for in accordance with FAR 52. 232-7 'PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOURS CONTRACTS.'
4. FIXED-PRICE TASK ORDERS: Payment will be made pursuant to FAR 52.232-5, 'PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS.' Partial payments are authorized based on agreement by the Contractor and the government of the percentage of work completed.
5. LABOR: All labor rates offered in the bid schedule shall be fully burdened, including but not limited to the following:
 - a. Wages
 - b. Overhead and General & Administrative (G&A)
 - c. Profit
 - d. Contract requirements (i.e., Subcontracting Plan management, Quality Control Plan, Safety and Health Plan, Environmental Plan, Pre-construction Conference)
 - e. Risk of lower than expected contract dollar volume
 - f. Risk of poor subcontractor performance and re-performance
 - g. Other risks associated with doing business with the Government
 - h. Mobilization and demobilization cost to the Contractor's organization (associated with the contract)
 - i. Mobilization and demobilization cost to the Contractor's organization (associated with the contract)

Labor rates shall be firm and shall not be subject to any escalation, except as allowed by the contract. Qualifications standards for labor categories are set forth in section 00900.

Amend 0004

6. APPLICATION OF THE SERVICE CONTRACT ACT (SCA) AND DAVIS BACON ACT (DBA) PROVISIONS: When task orders are issued, they will be categorized as either service or construction. If the task order is for services, the service clauses and provisions, including the wage decision for the appropriate area of work, will apply. If the task order is for constructions, the construction clauses and provisions will apply. Service Contract Act (services) wage rates will be updated annually, and the Government will provide the Contractor with a copy of the revised rates. Davis-Bacon (construction) wage rates will not be updated during the life of the contract. For ease in identification, the Bid Schedule labor categories have been segregated into two (2) categories, construction and services. SCA and DBA wage rates do not apply to the four (4) professional level wage classifications.

7. Although all contract line item numbers (CLINS) show an estimated quantity, the actual quantity will be on an "as required" basis. The quantities specified in the Bid Schedule are estimates for the purpose of evaluation only (to keep Offerors on equal footing during the solicitation phase) and are not purchased by the award of any contract.
8. OBLIGATION OF FUNDS: This is an IDIQ contract; therefore, only the Guaranteed Minimum amount for the Base period will be obligated with the award of the contract. After the contract is awarded, the accounting and appropriation data will be cited and funds will be obligated on each subsequent task order issued against the contract.
9. LABOR RATES FOR WORK OUTSIDE PRIMARY PLACE OF PERFORMANCE: The Department of Labor has provided SCA and DBA labor rates for Vernon Parish (primary place of performance on this contract). If work is required in other parishes (installation under the jurisdiction of Fort Polk), the Government will provide the Contractor with the applicable labor rates for these parishes together with a request for a proposal, and both parties will negotiate a price for that task order.
10. ITMRA PROCUREMENT AUTHORITY: This action is not being conducted under the Information Technology Management Reform Act (ITMRA) of 1996. However, any task orders and modifications requiring Information Technology (IT) resources will be conducted in accordance with the ITMRA.
11. ARITHMETIC DISCREPANCIES: (JUL 1989)
 - a. For the purpose of the initial evaluation of proposals, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by offerors:
 - (1) Obviously misplaced decimal points will be corrected;
 - (2) Discrepancy between unit price and extended price, the unit price will govern;
 - (3) Apparent errors in extension of unit prices will be corrected;
 - (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
 - b. For the purposes of offer evaluation, the Government will proceed on the assumption that the offeror intends his offer to be evaluated on the basis of the unit prices, the totals arrived at by the resolution of arithmetic discrepancies as provided above and the offer will be so reflected on the abstract of offers.
 - c. These correction procedures shall not be used to resolve any ambiguity concerning which bid low.
12. If a modification is submitted which provides for a lump sum adjustment to the total estimated cost for an offer based on unit prices, the application of the lump sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the offeror agrees that the lump sum adjustment shall be applied on the pro rata basis to every unit price in the bid schedule.
13. Offerors must submit an offer on all line items for the base period.

Amend 0004 (New paragraph 14)

14. EVALUATION OF OPTIONS USING ECONOMIC PRICE ADJUSTMENT FACTOR:

Cost and price evaluation of proposals, for the purposes of contract award will be based upon the Base Period and Professional Categories Line Items for each Option Period (including the documentation provided to support the prices proposed). By submitting a proposal on this solicitation, offeror agrees to be bound by the economic price adjustment factor for the Option Periods for Line Items 0101 through 0447 when they are exercised. (Explanation of calculation follows) :

FAR 52.236-4243 SLI "ECONOMIC PRICE ADJUSTMENT FACTOR FOR OPTION YEARS"

Adjustment to the Base Period unit prices for all Option Periods will be in accordance with the following equation:

$$P1 = P \times f$$

Where P1 – New Unit Price

P - Unit Price for Base Period of Contract

F - Index Factor

The index factor, "F", is the Skilled Labor Index as published in the ENR Magazine under Skilled Labor Index Review. ENR Magazine was formerly called Engineering News Record. The Skilled Labor Index Review is published monthly. The change in the index will be applied to all labor rates specified in the Bid Schedule of the contract at the time the Option(s) is/are exercised. Any Offeror who submits a proposal in response to this Request for Proposal (RFP) agrees, by that submission, to be bound by this Index. Example Calculation:

Base Period Contract awarded: February 1996

Option Period exercised: November 1996

Unit Price for Base Period was \$1.50

Skilled Labor Index (Feb 96) 5020

Skilled Labor Index (Nov 96) 5141

$$f = \frac{5141 \text{ (Date 2)}}{5020 \text{ (Date 1)}} = 1.024$$

$$\$1.50 (P) \times 1.024 (f) = \$1.54 (P1) \text{ per unit}$$

If the number was negative (-1.24), then the labor rates would be adjusted to show a decrease in the labor rate. Factor will be applied to both construction and service Base Period rates (for calculation of Option Period One rates) and both construction and service Option Period One rates (for calculation of Option Period Two rates). No new General Wage Decisions will be incorporated during the life of the contract, so construction wage rates will not be revised during the life of the contract except for adjustment relating to the Economic Price Adjustment Factor which governs the price if the contract for the Option Periods. However, service rates may be further revised (after the factor has been applied) if the Department of Labor issues revised Wage Rate Determinations that require an adjustment be made to the contract. SCA (service) wage rates will be updated annually, and the Contractor shall at least pay his employees the rates on the applicable Wage Rate Determination. The economic price adjustment factor does not apply to the four (4) professional level wage classifications. Offerors shall complete a separate Bid Schedule for each of the Option Periods for these "Professional" employees.

15. OPTIONS: The Government reserves the right to exercise the option periods in the following ways:

- a. From the original twelve (12) months (base) period, followed by a period of twelve (12) months (Option 1);
- b. From the conclusion of the first twelve (12) months option period, followed by a second period of twelve (12) months (Option 2), followed by a third period of twelve (12) months (Option 3) and followed then by a fourth and final period of twelve (12) months (Option 4).
- c. This will result in a base period with four (4) option periods, not-to-exceed 60 months.

It should be noted that if the estimated maximum base period or option period contract amount is reached before the completion of the base period and/or option period, the Government reserves the right to exceed the estimated maximum base period and/or option period amount. However, the Government will not exceed the total contract not-to-exceed amount (see Section 00800, CONTRACT VALUE).

Amend 0004

16. OTHER THAN NORMAL WORKING HOURS. It is estimated that **five percent (5%)** of the estimated maximum dollar amount of this contract will be accomplished during other than normal working hours.

Amend 0004

17. The Prime **Contractor's** general & administrative, overhead, and profit for CLINS 0006, 1006, 2006, 3006, and 4006 (SUBCONTRACTOR & CONSULTANTS) and CLINS 0007, 1007, 2007, 3007, and 4007 (MATERIALS AND EQUIPMENT) will be negotiated for each task order as allowed by Federal Acquisition Regulations (FAR).

Amend 0004

18. DOWNTIME: Downtime (CLINS 0010, 1010, 2010, 3010, and 4010) shall be defined as delays in excess of one (1) hour at a given period, **caused** by the Government **through** no fault of the contractor.

a. Measurement:

- (1) Downtime will be measured by the unit time-of-the-clock hour which will include all contractor and subcontractor (at any tier) work forces scheduled for, or working during the hour.
- (2) No delays less than one (1) hour in duration at any given period will be measured nor considered for downtime, nor will delays of less than one (1) hour be cumulative over several time periods.
- (3) Downtime will not be measured/considered for delays before or after contract work schedule hours as defined in the considered down time.
- (4) No time after 10 minutes from the time that contractor is notified that he can resume work after a stoppage will be considered downtime.

- b. PAYMENT: Payment for downtime will be made at the contract unit price for downtime as shown on the bid schedule in accordance with Section 00700, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS.

19. CLARIFICATION AND COMMENTS PERTAINING TO THE SCHEDULE: Contract Line Item Numbers (CLINS) in the Bid Schedule are subject to the following clarifications:

EXAMPLE
ITEM NO.

UNIT

CLARIFICATION

0001 HR COSTS PER HOUR, AS OUTLINED IN SECTION 00010, "LABOR RATE S"

Amend 0004

0008 **LS** COST OF EACH UNIT OF INITIAL BONDING

0009 1K COST OF ADDITIONAL BONDING, PER \$1,000 TO BE ISSUED ON INDIVIDUAL TASK ORDERS

0010 UH UNIT HOUR, AS OUTLINED IN SECTION 00010 "DOWNTIME"

20. MATERIAL HANDLING CHARGE (FOR TIME-AND-MATERIAL TASK ORDERS ONLY):

Overhead, G&A, profit, and any other costs specifically associated with the handling of materials (costs of materials is shown separately on each Task Order). All material handling costs shall only be shown as CLIN 0007 on each Task Order, and shall not be included with any other CLIN on the Bid Schedule. The handling charge (cost) shall be shown as a percentage of the total cost of materials and listed on the individual Task

Order. No other overhead, G&A and profit will be paid for materials and equipment. Material handling charges apply to time-and-material task orders only.

Amend 0004 (New paragraph 21)

21. FIRM-FIXED PRICE TASK ORDERS: CLINS 0001 thru 0004 apply to Prime Contractor ONLY. The Prime Contractor shall get at least three (3) competitive quotes on all subcontractors, materials and equipment. Lowest quote shall be selected for the Contractor's proposal on the task order.

22. UNPRICED TASK ORDER (UTO): CLINS 0001 THRU 0004 apply to Prime Contractor ONLY.
(see Section 00800, UNPRICED TASK ORDERS (UTO)).

23. TIME-AND-MATERIALS TASK ORDERS: CLINS 0001 THRU 0447 apply to Prime and Subcontractors. This type of Task Order will rarely be issued (See Section 00800, TIME-AND-MATERIAL (T&M) TASK ORDERS).

24. BONDING: In accordance with Section 00800, BONDS, the Government requires the Contractor to submit Performance and Payment bonds in the amounts listed in the Bid Schedule. The Contractor is informed that he will not be reimbursed for the cost of the bonding in full at time of contract award. The Contractor will be reimbursed for bonds on each task order on a per \$1,000 basis.

END OF SECTION 00010

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SECTION 00100

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>
(End of provision)

2 52.0-4072 BIDDER'S QUALIFICATIONS (52.0000-4072)

Pursuant to FAR 9.1, before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

3 52.0-4086 NOTIFICATION OF UNSUCCESSFUL BIDDERS (52.0000-4086)

Federal Acquisition Regulation (FAR) Subpart 14.409-1, Award of Unclassified Contracts, requires that the contracting officer notify each unsuccessful bidder in writing or electronically within three days after contract award.

This provision serves as your notice that the Ft. Worth District will post all contract award information for this solicitation electronically on the Fort Worth District Contracting Division Home Page located at <http://ebs.swf.usace.army.mil>. All bidders are required to review this page daily after bid opening for award information. We will not issue unsuccessful bidder letters in writing.

(End of Provision)

4 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on

obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

5 52.0-4199 MANDATORY DUN AND BRADSTREET NUMBER (52.0000-4199)

The Corps of Engineers Contracting Division personnel can no longer contact Dun and Bradstreet (D&B) directly. Contractors who do not have a DUNS number will need to contact D&B themselves. Contractors can access D&B on the Internet at <http://www.dnb.com/dunsno/dunsno.htm>. This is the page that links to the online form for requesting a DUNS number. D&B can also be reached by phone, 1-800-333-0505. According to D&B's home page, this service is free for company owners. A contract cannot be awarded unless the DUNS Number is provided by the contractor.

(End of Paragraph)

6 52.0-4000 ITB NOTICE OF AVAILABILITY OF SOLICITATION PROVISIONS (52.0000-4000 ITB)

Text of the referenced clauses can be found in the Federal Acquisition Regulations, Part 52, "Solicitation Provisions and Contract Clauses." The Federal Acquisition regulations are available (1) in the larger public libraries, (2) on the Internet (WEB site address "<http://www.gsa.gov/far>" or (3) may be purchased from the Superintendent of Documents, Congressional Sales Office, Government Printing Office, Washington, DC 20402. Upon award of a contract the complete text of the referenced clauses will be furnished to the Contractor.

(End of Provision)

Amend 0004

7 52.0-4009 TM PROJECT INFORMATION (52.0000-4009 TM)

a. For technical information regarding specifications contact Fort Worth District Office, Corps of Engineers, telephone 817/ 978-3391.

b. For information regarding bidding procedures or bonds, contact Contracting Fort Worth District, Corps of Engineers, telephone 817/ 978-3391, or visit Room 2A19, 819 Taylor Street, Fort Worth, Texas. Collect calls not accepted.

c. Proposals will be received, (either hand carried or submitted by mail) at the time and date stated in the solicitation, in Room 2A19, 819 Taylor Street, Fort Worth, Texas 76102-0300.

(End of Provision)

8 52.0-4010 GENERAL NOTICES (52.0000-4010)

a. In the technical specifications wherever the term "stabilized

aggregate base course" is used, or wherever a reference is made to a section entitled "Stabilized Aggregate Base Course," it shall be deemed to mean "Aggregate Base Course."

b. Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 USC 1001. (FAR 52.214-4)

c. The Affirmative Action Requirement of the Equal Opportunity Clause may apply to any contract resulting from this RFP.

d. Statements in technical section submittal paragraphs that "Submittals shall be submitted in accordance with the Section 01300: Submittals" shall be deemed to mean "Submittals shall be submitted in accordance with Section 01300, SUBMITTAL PROCEDURES."

(End of Provision)

9 52.0-4049 PRINCIPAL CONTRACTING OFFICER (52.0000-4049)

The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Fort Worth District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

10 52.0-4071 TM SUBMISSION OF OFFERS VIA EXPRESS MAIL (52.0000-4071 TM)

A. Your attention is directed to Federal Acquisition Regulation (FAR) 52.214-5 SUBMISSION OF BIDS, which requires that offers be addressed to the office specified in the request for proposal (RFP), and show the time specified for receipt, the RFP number, and the name and address of the offeror.

B. When using express mail services (i.e. Federal Express, Air Borne, Emery, etc.) other than the United States Postal Services Overnight Express, you must include the room number in the address, which requires delivery directly to a specific room. Failure to include the room number can cause delays, and could result in your offer being rejected as late.

(End of Provision)

11 52.0-4074 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (52.0000-4074)

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of the Section 00800, EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available for review at the Area/Resident Office hereinbefore listed. Bidders/Contractors may purchase copies of EP 1110-1-8 (Volumes 1 through 12) by phoning (202) 783-3238, or by writing "Superintendent of Documents U.S. Government Printing Office, Washington, D.C. 20402." Major credit cards are accepted.

12 52.0-4075 NOTICE REGARDING POTENTIAL EMPLOYMENT ON MILITARY INSTALLATION (52.0000-4075)

If the work called for by this request for proposal is located on a military installation, offerors should check with post/base security to determine if potential employees will be allowed on the base/post to seek employment.

13 52.0-4076 PARTNERING (52.0000-4076)

In order to most effectively accomplish this contract, the government is encouraging the formation of a cohesive partnership with the contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

Amend 0004

14 52.36-4000 ESTIMATED CONSTRUCTION COST (52.0036-4000)

The estimated cost of the proposed construction is between \$5,000,000 and \$10,000,000.

15 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigation and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized pre-proposal conference and site visit has been scheduled for (to be added by amendment) at (to be added by amendment).

(c) Participants will meet at Building 2521, DRM Conference Room, Fort Polk, Louisiana. Participants should contact Breck Graves, Fort Polk, Louisiana, (318) 531-2933 for additional information and directions.

(End of provision)

16 52.36-4002 AVAILABILITY OF UTILITY SERVICES (52.0036-4002)

Water, gas, and electricity are available from Government-owned and operated systems. See Section 00800 SPECIAL CLAUSES for details.

17 52.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

18 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (AUG 1998)

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(b) Order forms, pricing information, and customer support information may be obtained--

(1) By telephone at (215) 697-2667/2179; or

(2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(End of provision)

19 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

20 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

Amend 0004

21 DELETED

22 52.210-4001 AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12 -L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)(52.0210-4001)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

U.S. Army Corps of Engineers, Fort Worth

ATTN: CESWF-CT-M

819 Taylor, Room 2A19

Post Office Box 17300

Fort Worth, Texas 76102-0300

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

A copy of the specifications, which include drawings, will be furnished upon receipt of payment of NO CHARGE per copy. No refund of the payment for specifications will be made and specifications need not be returned to the District Engineer. Payment will be made by check or money order and made payable to the F&A Officer.

(End of provision)

23 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be // DX rated order; /x/ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

Amend 0004

24 DELETED

Amend 0004

25 DELETED

Amend 0004

26 DELETED

Amend 0004

27 DELETED

Amend 0004

28 DELETED

Amend 0004

29 DELETED

Amend 0004

30 DELETED

31 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE, INDEFINITE DELIVERY, INDEFINITE QUANTITY TYPE contract resulting from this solicitation.

(End of provision)

32 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

Amend 0004

33 DELETED

Amend 0004

34 ~~DELETED~~

35 52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)
(R 7-2003.42 1961 AUG)

Amend 0004

36 ~~DELETED~~

37 52.228-4203 SPECIAL NOTICE CONCERNING INDIVIDUAL SURETIES
 (FEB 1990) (52.0228-4203)

The Security interest, including pledged assets as set forth in the contract clause entitled "PLEDGES OF ASSETS", and executed Standard Form 28 entitled "AFFIDAVIT OF INDIVIDUAL SURETY" shall be furnished with the bond. FAILURE TO PROVIDE WITH THE BID BOND A PLEDGE OF ASSETS (SECURITY INTEREST) IN ACCORDANCE WITH FAR 28.203-1 WILL RESULT IN REJECTION OF A BID WHICH IS BONDED BY INDIVIDUAL SURETIES.

38 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Chief, Contracting Division
US Army Corps of Engineers-Fort Worth District
819 Taylor Street, PO Box 17300
Fort Worth, TX 76103-0300

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

39 52.236-7008 CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--

- (1) Furnishing all plant, labor, equipment, appliances, and materials;

and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

(End of provision)

Amend 0004

40 DELETED

41 52.236-4014 PAYMENT FOR UTILITY SERVICES (52.0236-4014)

Water, gas, and electricity may be available from Government-owned and operated systems and furnished without charge to the Contractor. If not available, contractor will be required to furnish at his own expense.

42 52.232-14 NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS (APR 1984)

The Progress Payments clause will be available only to small business concerns. Any bid conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive if the bidder is not a small business concern.

(End of provision)

(R 7-2003.63 1974 APR)

(R 1-30.504-4(c))

43 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of provision)

(R 7-2003.64 1974 APR)

(R 1-30.504-4(a))

44 52.225-13 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (MAY 1997)

(a) Offerors are required to comply with the requirements of Federal Acquisition Regulation (FAR) clause 52.225-15, Buy American Act--Construction Materials Under Trade Agreements Act and North American Free Trade Agreement, of this solicitation. The terms defined in FAR clause 52.225-15 have the same meaning in this provision.

(b) Offerors should request a determination regarding the inapplicability of the Buy American Act in time to allow determination before submission of offers. For evaluation of a request for a determination regarding the inapplicability of the requirements of the Buy American Act prior to the time set for receipt of offers, the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-15 shall be

included in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act prior to submission of its offer, or has not received a response to a request made prior to submission of its offer, the information and supporting data shall be included in the offer.

(c) Evaluation of offers.

(1) For evaluation of offers, (unless agency regulations specify a higher percentage) the Government will add to the offered price 6 percent of the cost of any foreign construction material proposed for exception from the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction materials in accordance with paragraph (b)(4)(i) of FAR clause 52.225-15.

(2) If the evaluation of offers results in a tie between an offer including such foreign construction material excepted on the basis of unreasonable cost, as evaluated, and an offer including solely domestic construction material or other foreign construction material, listed in the solicitation at paragraph (b)(3) of FAR clause 52.225-15, or subsequently excepted in accordance with paragraphs (b)(4)(ii) or (iii) of FAR clause 52.225-15, award shall be made to the offeror that submitted the latter offer.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in the solicitation at paragraph (b)(3) of FAR clause 52.225-15, offerors also may submit alternate offers based on use of equivalent domestic construction material.

(2) If alternate offers are submitted, a separate Standard Form 1442 shall be submitted for each alternate offer, and a separate price comparison table, prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-15, shall be submitted for each offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception to apply.

(3) If the Government determines that a particular exception requested under paragraph (c) of FAR clause 52.225-15 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material.

(i) In sealed bid procurements, any offer based on use of that particular foreign construction material shall be rejected as nonresponsive.

(ii) in negotiated procurements, any offer based on use of that particular foreign construction material may not be accepted unless revised during negotiations.

(End of provision)

45 52.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

(a) Definitions. As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity

(CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

(End of clause)

Amend 0004

46 DELETED

Amend 0004

47 DELETED

END OF SECTION 00100

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SECTION 00600

REPRESENTATIONS & CERTIFICATIONS

1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

3 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

Individuals who sign bids/offers must have authority to enter into a binding contract with the government. Signers must support their

signatory authority as required below.

(a) Individuals. A bid/offer submitted by an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as"(insert name of firm).

(b) Partnerships. A contract with a partnership shall be signed in the partnership name. Bidder/Offeror must furnish with bid/offer a list of all partners who have signatory authority to bind the partnership in a contractual relationship with the government:

PARTNER NAME:

PARTNER NAME:

PARTNER NAME:

(c) Corporations. A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign. The following certification must be completed and furnished with bid/offer verifying authority of signer to enter into a binding contract with the government.

CERTIFICATE OF CORPORATE AUTHORITY

IF BIDDER/OFFEROR IS A CORPORATION OR IF CORPORATION IS PARTICIPATING IN A JOINT VENTURE, PLEASE COMPLETE THE FOLLOWING CERTIFICATION

I, _____, certify that I am secretary of the corporation named as bidder/offeror herein; that _____, who signed this bid/offer on behalf of the bidder/offeror was then _____ of said corporation; that said bid/offer was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Signature

(Corporate Seal)

(d) Joint Ventures. If bid/offer is submitted by a joint venture which involves a combination of individuals, partnerships, or corporations, the bid/offer must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.

(e) Agents. When an agent signs a bid/offer, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer and furnished with the bid/offer.

6 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is, [] is not a women-owned business concern.

(End of provision)

7 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief,

that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not / / presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not / /, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are / / are not / / presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not / /, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

8 52.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A
TERRORIST COUNTRY (MAR 1998)

(a) Definitions.

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision,

agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.
(End of provision)

9 52.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
(MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

Amend 0004

10 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street Name and address of owner and
address, city, state, county, zip operator of the plant or facility

code)

if other than offeror or respondent

(End of provision)

11 52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)

The offeror has (check the appropriate block):

[] (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ (insert date of signature on submission) that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows _____

(insert changes that affect only this proposal; if "none," so state):

[] (b) Enclosed its annual representations and certifications.
(End of provision)

12 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
(OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the

data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

Amend 0004

13 52.219-1 II SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)--ALTERNATE II (JAN 1999)

(a)(1) The standard industrial classification (SIC) code for this
%%Insert SIC code

acquisition is **7599

%%Insert size standard

(2) The small business size standard is **7599

(3) The small business size standard for a concern which submits an
offer in its own name, other than on a construction or service contract,
but which proposes to furnish a product which it did not itself
manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer
that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small

business concern in paragraph (b)(1) of this provision.) The offeror
represents, for general statistical purposes, that it [] is, [] is
not, a small disadvantaged business concern as defined in 13 CFR
124.1002.

(3) (Complete only if the offeror represented itself as a small

business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(5) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of

program eligibility, shall--
(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and
debarment; and
(iii) Be ineligible for participation in programs conducted under the
authority of the Act.
(End of provision)

Amend 0004

14 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS
CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this
clause, means a small business concern that appears on the List of
Qualified HUBZone Small Business Concerns maintained by the Small
Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by
adding a factor of 10 percent to the price of all offers, except--
(i) Offers from HUBZone small business concerns that have not
waived the evaluation preference;
(ii) Otherwise successful offers from small business concerns;
(iii) Otherwise successful offers of eligible products under the
Trade Agreements Act when the dollar threshold for application of
the Act is exceeded (see 25.402 of the Federal Acquisition
Regulation (FAR)); and
(iv) Otherwise successful offers where application of the factor
would be inconsistent with a Memorandum of Understanding or other
international agreement with a foreign government.

(2) The factor of 10 percent shall be applied
on a line item basis or to any group of items on which award may be made.
Other evaluation factors described in the solicitation shall be applied
before application of the factor.

(3) A concern that is both a HUBZone small business concern and
a small disadvantaged business concern will receive the benefit of
both the HUBZone small business price evaluation preference and the
small disadvantaged business price evaluation adjustment (see FAR
clause 52.219-23). Each applicable price evaluation preference or
adjustment shall be calculated independently against an offeror's
base offer.

These individual preference amounts shall be added together to
arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business
concern may elect to waive the evaluation preference, in which case
the factor will be added to its offer for evaluation purposes. The
agreements in paragraph (d) of this clause do not apply if the
offeror has waived the evaluation preference.
%Indicate whether offeror elects to waive evaluation preference
=() Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in
the performance of the contract, in the case of a contract for
(1) Services (except construction), at least 50 percent of the
cost of personnel for contract performance will be spent for
employees of the concern or employees of other HUBZone small
business concerns;
(2) Supplies (other than procurement from a nonmanufacturer of
such supplies), at least 50 percent of the cost of manufacturing,
excluding the cost of materials, will be performed by the concern or
other HUBZone small business concerns;
(3) General construction, at least 15 percent of the cost of the
contract performance incurred for personnel will be will be spent on

the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

15 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
____ 50 or fewer	_____ \$1 million or less
____ 51-100	_____ \$1,000,001-\$2 million
____ 101-250	_____ \$2,000,001-\$3.5 million
____ 251-500	_____ \$3,500,001-\$5 million
____ 501-750	_____ \$5,000,001-\$10 million
____ 751-1,000	_____ \$10,000,001-\$17 million
____ Over 1,000	_____ Over \$17 million

(End of provision)

16 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column

if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
____ 50 or fewer	____ \$1 million or less
____ 51-100	____ \$1,000,001-\$2 million
____ 101-250	____ \$2,000,001-\$3.5 million
____ 251-500	____ \$3,500,001-\$5 million
____ 501-750	____ \$5,000,001-\$10 million
____ 751-1,000	____ \$10,000,001-\$17 million
____ Over 1,000	____ Over \$17 million

(End of provision)

17 52.219-7000 RESERVED

18 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It /_/ has, /_/ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

19 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(R 7-2003.14(b) 1979 SEP)

(R 1-12.805-4)

20 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is /_/ is not /_/ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

(AV 7-2003.71 1977 JUN)

21 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Data Safety Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

22 52.225-20 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1997)

(a) The offeror certifies that each end product being offered, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(b) Excluded End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

Line item no.	Country of origin
-----	-----
-----	-----
-----	-----

(List as necessary)

(d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(End of provision)

23 52.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

24 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

/___/ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

/___/ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

/___/ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

/___/ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

/___/ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

25 52.248-4000 DISCLOSURE OF LOBBYING ACTIVITIES (52.0248-4000)

See Attachment 1 (consisting of 3 pages) to Section 00600.

END OF SECTION 00600

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SECTION 00700

CONTRACT CLAUSES

1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>
(End of clause)

2 52.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

3 52.202-1 DEFINITIONS (OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements.

"Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a

modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

4 52.202-1 I DEFINITIONS (OCT 1995)--ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the

Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Component means any item supplied to the Federal Government as part of an end item or of another component.

(d) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

5 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

(R 7-104.16 1952 MAR)

6 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the

full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

(R 7-103.20 1958 JAN)

(R 1-1.503)

(R 1-7.102-18)

7 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

8 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual

action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

9 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in

the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

10 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a

State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee

received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause,

"professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

11 52.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER
DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions.

As used in this clause--

(1) "Arising out of a contract with the DoD" means any act in connection with--

(i) Attempting to obtain;

(ii) Obtaining; or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense Contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the Contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as--

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify--

- (1) The person involved;
- (2) The nature of the conviction and resultant sentence or punishment imposed;
- (3) The reasons for the requested waiver; and
- (4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

12 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of CONTRACTING OFFICER and shall not be binding until so approved.

(End of clause)

13 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

14 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such

as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

(End of clause)

15 52.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

(End of clause)

16 52.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450(c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

17 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interest. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor

notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

18 52.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

Amend 0004

19 DELETED

20 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are

permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions.

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or

modification or revision shall be processed as if mailed late.

"Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in

their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (End of provision)

21 52.215-2 AUDIT AND RECORDS--NEGOTIATION (AUG 1996)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

- (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after

any resulting final termination settlement; and

(2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (a), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

Amend 0004

22 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract

price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

Amend 0004

23 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

(End of clause)

Amend 0004

24 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause

shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

Amend 0004

25 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

Amend 0004

26 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12) for contracts and subcontracts that are subject to Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99). For contracts and subcontracts that are not subject

to CAS, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS-covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

Amend 0004

27 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)
OTHER THAN PENSIONS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).

(End of clause)

28 52.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data--Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data--Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

29 52.216-7 ALLOWABLE COST AND PAYMENT (APR 1998)

(a) Invoicing. The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(B) Direct labor;

(C) Direct travel;

(D) Other direct in-house costs; and

(E) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of progress and other payments that have been paid by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards.

(2) Contractor contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes: Provided, That the Contractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Contractor actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually makes the payment.

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items

treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(5) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent

clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

30 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.
Such orders may be issued from DATE OF AWARD through THE CONTRACT PERIOD AS SCHEDULED.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

31 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 CALENDAR DAYS FOLLOWING THE CONTRACT TERMINATION DATE..

(End of clause)

Amend 0004

32 52.217-8 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

33 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989 32

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 DAYS ; provided, that the Government

shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 MONTHS.

(End of clause)

34 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals means a small business concern that represents, as part of its offer, that it meets the definition of a small disadvantaged business concern in 13 CFR 124.1002.

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women; and

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

(End of clause)

35 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plans means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns;

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(v) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small and women-owned small business source list. A firm shall rely on the information contained in SBA's list of small disadvantaged business concerns as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small disadvantaged business source list. Use of PRO-Net and/or the SBA list of small disadvantaged business concerns as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and
- (iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award

subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

- (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and, if not, why not;

- (B) Whether HUBZone small business concerns were solicited and, if not, why not;

- (C) Whether small disadvantaged business concerns were solicited and, if not, why not;

- (D) Whether women-owned small business concerns were solicited and, if not, why not; and

- (E) If applicable, the reason award was not made to a small business concern.

- (iv) Records of any outreach efforts to contact--

- (A) Trade associations;

- (B) Business development organizations; and

- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.

- (v) Records of internal guidance and encouragement provided to buyers through--

- (A) Workshops, seminars, training, etc.; and

- (B) Monitoring performance to evaluate compliance with the program's requirements.

- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

- (2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

- (3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting

plan required of the offeror by this clause; provided--(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(End of clause)

36 RESERVED

37 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a

small disadvantaged business goal, subcontracts awarded--

(1) Protege firms which are qualified organizations employing the severely handicapped; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

39 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

40 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000, the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

(End of clause)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(iv) With respect to helpers, such a classification prevails in the area in which the work is performed.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of

the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

43 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

44 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or

program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

45 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the

predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage

determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

46 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

47 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination--Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

48 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

49 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

50 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees of their representatives.

(End of clause)

51 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions.

"Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in

an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in

training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

- (1) Actively participates in the group;
- (2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
- (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
- (4) Makes a good-faith effort to meet its individual goals and timetables; and
- (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

- (1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
- (2) Submit reports as may be required by the Government; and
- (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

53 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for

the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

54 RESERVED

55 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM
ERA (APR 1998)

(a) Definitions. As used in this clause--

"All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

"Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975,

and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in

a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

56 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are

informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

57 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:

(1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted

by rules, regulations, or orders of the Secretary.

(End of clause)

58 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach

used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive, to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor

of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--
 (A) Name and address and social security number;
 (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 (C) Daily and weekly hours worked by each employee; and
 (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any

prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and

individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeymen classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

59 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE
 ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be

adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

60 52.222-7001 RIGHT OF FIRST REFUSAL OF EMPLOYMENT--CLOSURE OF MILITARY INSTALLATIONS (APR 1993)

(a) The Contractor shall give Government employees, who have been or will be adversely affected by closure of the military installation where this contract will be performed, the right of first refusal for employment openings under the contract. This right applies to positions for which the employee is qualified, if consistent with post-Government employment conflict of interest standards.

(b) Government personnel seeking preference under this clause shall provide the Contractor with evidence of eligibility from the Government personnel office.

(End of clause)

61 52.223-2 CLEAN AIR AND WATER (APR 1984)

(a) "Air Act", as used in this clause, means the Clean Air Act (42 U.S.C. 7401, et seq.).

"Clean air standards," as used in this clause, means--

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other

requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the EPA or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with--

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the EPA determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251, et seq.).

(b) The Contractor agrees--

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

(End of clause)

(R 7-103.29 1975 OCT)

(R 1-1.2302)

62 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety

Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful Offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful Offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or data acquired from other sources.

(End of clause)

63 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency, and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

64 52.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq.). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

Material (if none, insert "none.")	Act
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

65 52.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) Definitions. As used in this clause--

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602)(40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

66 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

(a) Unless advance written approval of the Contracting Officer is obtained, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States by Executive order or regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, North Korea, and Sudan.

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the Government of Iraq.

(c) The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

(End of clause)

67 52.225-15 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (JUN 1997)

(a) Definitions. As used in this clause--

"Components" means those articles, materials, and supplies incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Designated country construction material" means a construction material that (a) is wholly the growth, product, or manufacture of a designated country (as defined at FAR 25.401), or (b) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

"North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.

"NAFTA country construction material" means a construction material that (a) is wholly the growth, product, or manufacture of a NAFTA country, or (b) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been

substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

(b)(1) The Buy American Act (41 U.S.C. 10a--10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2), (b)(3), and (b)(4) of this clause.

(2) The Trade Agreements Act and the North American Free Trade Agreement (NAFTA) provide that designated country and NAFTA country construction materials are exempted from application of the Buy American Act.

(3) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction material or components listed by the Government as follows:

%%Insert list of applicable accepted materials or indicate "none"

None

(4) Other foreign construction material may be added to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(5) The Contractor agrees that only domestic construction materials, NAFTA country construction materials, or designated country construction materials will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(3) of this clause.

(c) Request for determination.

(1) Contractors requesting to use foreign construction material under paragraph (b)(4) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(4) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(4)(i) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) +
Item 1:			
Foreign construction material.....
Domestic construction material.....
Item 2:			
Foreign construction material.....
Domestic construction material.....
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.			

+ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
(End of clause)

68 52.225-21 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM (JAN 1997)

(a) Definitions. As used in this clause--

"Components" means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product" means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. A component shall also be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (i) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality, or (ii) to which the agency head concerned has determined that it would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

"End products" means those articles, materials, and supplies to be acquired under this contract for public use.

"Foreign end product" means an end product other than a domestic end product.

"North American Free Trade Agreement" (NAFTA) country means Canada or Mexico.

"NAFTA country end product" means an article that (1) is wholly the growth, product, or manufacture of a NAFTA country, or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply; provided, that the value of those incidental services does not exceed that of the product itself.

(b) This clause implements the Buy American Act (41 U.S.C. 10), the North American Free Trade Agreement Implementation Act (Pub. L. 103-182, 107 Stat. 2057), and the Balance of Payments Program by providing a preference for domestic end products over foreign end products, except for certain foreign end products which meet the requirements for classification as NAFTA country end products.

(c) The Contracting Officer has determined that the NAFTA applies to this acquisition. Unless otherwise specified, the Act applies to all items in

the schedule. The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specifies delivery of foreign end products in the provision entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate." An offer certifying that a NAFTA country end product will be supplied requires the Contractor to supply a NAFTA country end product or, at the Contractor's option, a domestic end product.

(End of clause)

69 52.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (AUG 1998)

(a) Definitions.

As used in this clause--

(1) "Bearing components" means the bearing element, retainer, inner race, or outer race.

(2) "Miniature and instrument ball bearings" means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.

(b) The Contractor agrees that, except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States or Canada. Unless otherwise specified, raw materials, such as performed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.

(c)(1) The restriction in paragraph (b) of this clause does not apply to the extent that--

(i) The end items or components containing ball or roller bearings are commercial items; or

(ii) The ball or roller bearings are commercial items manufactured in the United Kingdom.

(2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract or contracts where the end item is bearings and bearing components.

(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7019-3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor agrees to acquire a like quantity and type of domestic manufacture for nongovernmental use.

(e) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Office.

(f) The Contractor agrees to insert this clause, including this paragraph (f), in every subcontract and purchase order issued in performance of this contract, unless items acquired are--

(1) Commercial items other than ball or roller bearings; or

(2) Items that do not contain ball or roller bearings.

(End of clause)

70 52.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (JUN 1997)

(a) Definitions. As used in this clause--

(1) "Domestic manufacture" means manufactured in the United States or Canada if the Canadian firm--

(i) Normally produces similar items or is currently producing the item in support of DoD contracts (as prime or subcontractor); and

(ii) Agrees to become (upon receiving a contract/order) a planned producer under DoD's Industrial Preparedness Production Planning Program, if it is not already a planned producer for the item.

(2) "Forging items" means--

Items	Categories
Ship propulsion shafts	Excludes service and landing craft shafts
Periscope tubes	All
Ring forgings for bull gears	All greater than 120 inches in diameter

(b) The Contractor agrees that end items and their components delivered under this contract shall contain forging items that are of domestic manufacture only.

(c) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7102-3 of the Defense Federal Acquisition Regulation Supplement.

(d) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Officer.

(e) The Contractor agrees to insert this clause, including this paragraph (e), in subcontracts and purchase orders issued in performance of this contract, when products purchased contain restricted forging items.

(End of clause)

71 52.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (OCT 1992)

The Contractor agrees that all carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications, furnished as a deliverable under this contract, or purchased by the contractor as a raw material, for use in a Government-owned facility or a facility under the control of the Department of Defense, shall be melted and rolled in the United States or Canada.

(End of clause)

72 52.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at 52.219-9, Small Business Subcontracting Plan. It does not apply to contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219.

(b) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., Chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(c) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW, MS-334A-SIB, Washington, DC 20245. The BIA will determine the eligibility and notify the Contracting Officer. The 5 percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be 5 percent of the estimated cost, target cost or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, shall authorize an incentive payment of 5 percent of the amount paid to the subcontractor. Contracting Officers shall seek funding in accordance with agency procedures. The Contracting Officer's decision is final and not subject to the Disputes clause of this contract.

(End of clause)

74 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

75 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

(End of clause)

76 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)
(R 7-602.16 1964 JUN)

77 52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)

(a) Definitions. "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof. "Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright. (1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data. Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings. (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice

required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--

- (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the use of the proposed notice is authorized;
- and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Reserved.

(3) Reserved.

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

78 52.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (JUN 1995)

(a) Definitions. As used in this clause:

(1) Commercial computer software means software developed or regularly used for non-governmental purposes which--

- (i) Has been sold, leased, or licensed to the public;
- (ii) Has been offered for sale, lease, or license to the public;
- (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
- (iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) Computer database means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) Computer program means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, re-created, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) Developed means--

(i) (Applicable to technical data other than computer software documentation.) An item, component, or process, exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component or process be actually reduced to practice within the meaning of Title 35 of the United States Code;

(ii) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(iii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iv) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(10) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) Form, fit, and function data means technical data that describe

the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) Generated means technical data or computer software first created in the performance of this contract.

(13) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software for commercial purposes or authorize others to do so.

(14) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or permit the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or permit the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release disclosure, or use of the technical data; and

(iv) The Contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) Minor modification means a modification that does not significantly alter the non-governmental function or purpose of computer software or is of the type customarily provided in the commercial marketplace.

(16) Noncommercial computer software means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(17) Restricted rights apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs

(a)(17) (i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(17) (ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent

tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(17)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(17)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items, procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(17)(iv) of this clause, for any other purpose.

(18) SBIR data rights means a royalty-free license for the Government, including its support service contractors, to use, modify, reproduce, release, perform, display, or disclose technical data or computer software generated and delivered under this contract for any United States Government purpose.

(19) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(20) Unlimited rights means rights to use, modify, reproduce, release, perform, display, or disclose, technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data and computer software. The Contractor grants or shall obtain for the Government the following royalty-free, world-wide, nonexclusive, irrevocable license rights in technical data or noncommercial computer software. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in technical data, including computer software documentation, or computer software generated under this contract that are--

(i) Form, fit, and function data;

(ii) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(iii) Corrections or changes to Government-furnished technical data or computer software;

(iv) Otherwise publicly available or have been released or disclosed by the Contractor or a subcontractor without restrictions on further

use, release or disclosure other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data or computer software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Data or software in which the Government has acquired previously unlimited rights under another Government contract or through a specific license; and

(vi) SBIR data upon expiration of the SBIR data rights period.

(2) Limited rights. The Government shall have limited rights in technical data, that were not generated under this contract, pertain to items, components or processes developed exclusively at private expense, and are marked, in accordance with the marking instructions in paragraph (f)(1) of this clause, with the legend prescribed in paragraph (f)(2) of this clause.

(3) Restricted rights in computer software. The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise furnished to the Government under this contract that were developed exclusively at private expense and were not generated under this contract.

(4) SBIR data rights.

(i) Except for technical data, including computer software documentation, or computer software in which the Government has unlimited rights under paragraph (b)(1) of this clause, the Government shall have SBIR data rights in all technical data or computer software generated under this contract during the period commencing with contract award and ending upon the date five years after completion of the project from which such data were generated.

(ii) The Government may not release or disclose SBIR data to any person, other than its support services contractors, except--

(A) As expressly permitted by the Contractor;

(B) For evaluation purposes; or

(C) A release, disclosure, or use that is necessary for emergency repair or overhaul of items operated by the Government.

(iii) A release or disclosure of SBIR data to the Government's support services contractors, or a release or disclosure under paragraph (b)(4)(ii)(B) or (C) of this clause, may be made only if, prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the technical data or software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use of Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(5) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(4) of this clause may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in technical data, including computer software documentation, than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software than are enumerated in paragraph (a)(17) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(6) Prior government rights. Technical data, including computer software documentation, or computer software that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, release, perform, display, or disclose the technical data or computer software have expired or no longer apply.

(7) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical

data, computer software, or computer software documentation made in accordance with paragraph (a)(14), (a)(17), or (b)(4) of this clause, or in accordance with the terms of a license negotiated under paragraph (b)(5) of this clause, or by others to whom the recipient has released or disclosed the data, software, or documentation and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data or software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative software or documentation.

(d) Third party copyrighted technical data and computer software. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted technical data, including computer software documentation, or computer software in the data or software to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data or software of the appropriate scope set forth in paragraph (b) of this clause and, prior to delivery of such--

(1) Technical data, has affixed to the transmittal document a statement of the license rights obtained; or

(2) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) Identification and delivery of technical data or computer software to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to technical data or computer software that were or will be generated under this contract or to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data or computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any technical data or computer software with restrictive markings unless the technical data or computer software are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the technical data or computer software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical data or computer software to be furnished with restrictions \1\	Basis for assertion \2\	Asserted rights category \3\	Name of person asserting restrictions \4\
(LIST).....	(LIST).....	(LIST).....	(LIST).....

\1\ If the assertion is applicable to items, components, or processes developed at private expense, identify both the technical data and each such item, component, or process.

\2\ Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the

Government's rights to use, release, or disclose technical data or computer software. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3\ Enter asserted rights category (e.g., limited rights, restricted rights, government purpose rights, or government purpose license rights from a prior contract, SBIR data rights under another contract, or specifically negotiated licenses).

\4\ Corporation, individual, or other person, as appropriate.

Date-----
Printed Name and Title-----
Signature-----

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertions, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software and/or Validation of Restrictive Markings on Technical Data clauses of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software to be delivered under this contract by marking the deliverable data or software subject to restriction. Except as provided in paragraph (f)(6) of this clause, only the following markings are authorized under this contract: the limited rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause, the SBIR data rights legend at paragraph (f)(4) of this clause, or the special license rights legend at paragraphs (f)(5) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend to all technical data and computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data or computer software for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data or computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of technical data, computer software, or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Limited rights markings. Technical data not generated under this contract that pertain to items, components, or processes developed exclusively at private expense and delivered or otherwise furnished with limited rights shall be marked with the following legend:

Limited Rights

Contract No.-----
Contractor Name-----
Contractor Address-----

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(3) Restricted rights markings. Computer software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

Restricted Rights

Contract No.-----
Contractor Name-----
Contractor Address-----

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) SBIR data rights markings: Except for technical data or computer software in which the Government has acquired unlimited rights under paragraph (b)(1) of this clause, or negotiated special license rights as provided in paragraph (b)(5) of this clause, technical data or computer software generated under this contract shall be marked with the following legend. The Contractor shall enter the expiration date for the SBIR data rights period on the legend:

SBIR Data Rights

Contract No.-----
Contractor Name-----
Address-----

Expiration of SBIR Data Rights Period-----

The Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software marked with this legend are restricted during the period shown as provided in paragraph (b)(4) of the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(5) Special license rights markings.

(i) Technical data or computer software in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this technical data or computer software are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data, computer software, or portions thereof marked with this legend must also reproduce the markings.

(end of legend)

(ii) For purposes of this clause, special licenses do not include

government purpose license rights acquired under a prior contract (see paragraph (b)(6) of this clause).

(6) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data or computer software, and those restrictions are still applicable, the Contractor may mark such data or software with the appropriate restrictive legend for which the data or software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor, and its subcontractors or suppliers that will deliver technical data or computer software with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data or computer software delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data or computer software furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data and the Validation of Asserted Restrictions--Computer Software clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the applicable procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming markings. A nonconforming marking is a marking placed on technical data or computer software delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data or the Validation of Asserted Restrictions--Computer Software clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data or computer software.

(1) The Contractor shall not charge to this contract any cost, including but not limited to, license fees, royalties, or similar charges, for rights in technical data or computer software to be delivered under this contract when--

(i) the Government has acquired, by any means, the same or greater rights in the data or software; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data or computer software, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) does not include the reasonable costs of reproducing, handling,

or mailing the documents or other media in which the technical data or computer software will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall assure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes required by paragraph (e) of this clause are recognized and protected.

(2) Whenever any noncommercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. The Contractor shall use the Technical Data--Commercial Items clause of this contract to obtain technical data pertaining to commercial items, components, or processes. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data or computer software.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for technical data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such technical data directly to the Government, rather than through a higher tier contractor, subcontractor, or supplier.

(4) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data or computer software from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data or computer software as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

79 52.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE
GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's right to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

80 RESERVED

81 52.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier

subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

(End of clause)

82 52.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)

All technical data delivered under this contract shall be accompanied by the following written declaration: The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Authorized Official _____

(End of clause)

Amend 0004

83 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **Amend 0004 \$40,000 (the amount of the Base Year minimum guarantee)**.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

FACSIMILE BONDS ARE NOT ACCEPTABLE.

(End of provision)

84 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as

required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

85 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

86 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(a)(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed--

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must

arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for--

- (i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or
- (ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
- (iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall--

- (1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;
- (2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
- (3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of clause)

87 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

- (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described

in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

88 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be

expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

89 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

(R 7-103.7 1958 JAN)

(R 1-7.102-7)

90 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

- (1) Completion and acceptance of all work;
 - (2) Presentation of a properly executed voucher; and
 - (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).
- (i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.
- (j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--
- (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
 - (2) Deducted from the next available payment to the Contractor.
- (End of clause)

91 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 1997)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Reasonable and allocable material handling

costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause; provided, that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor for items and services purchased directly for the contract only when cash, checks, or other form of payment has been made for such purchased items or services; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to

do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(End of clause)

(R 7-901.6 1972 MAY)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

93 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

(R 7-104.21 1958 SEP)

(R 7-403.12 1959 FEB)

94 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

(V 7-103.3 1949 JUL)

(V 1-7.102-3)

95 52.232-17 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due,

as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

96 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

97 52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions,

acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended

price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to

fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty.

(i) A penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any

original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the _____ day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

98 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after

receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in

paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to

disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty.

(i) A penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the _____ day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports--

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance

with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(End of clause)

99 52.232-7006 RESERVED Reference 32.111-70)

100 52.233-1 DISPUTES (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as

amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision

of the Contracting Officer.

(End of clause)

101 52.233-3 PROTEST OF AWARD

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

102 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 25% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)
(R 7-603.15 1965 JAN)
(R 1-18.104)

103 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

104 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

105 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)
(R 7-602.9 1964 JUN)

106 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

107 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

108 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional

work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

109 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

110 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

111 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

112 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

113 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor

fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

114 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

115 52.236-16 QUANTITY SURVEYS (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor

shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)
(R 7-603.50(a) 1979 MAR)

116 52.236-19 ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)

(a) When this contract is executed, the Contractor shall submit to the Contracting Officer a chart showing the general executive and administrative organization, the personnel to be employed in connection with the work under this contract, and their respective duties. The Contractor shall keep the data furnished current by supplementing it as additional information becomes available.

(b) Work performance under this contract shall be under the full-time resident direction of (1) the Contractor, if the Contractor is an individual; (2) one or more principal partners, if the Contractor is a partnership; or (3) one or more senior officers, if Contractor is a corporation, association, or similar legal entity. However, if the Contracting Officer approves, the Contractor may be represented in the direction of the work by a specific person or persons holding positions other than those identified in this paragraph.

(End of clause)
(R 7-605.7 1977 DEC)
(R 7-605.25 1965 JAN)

117 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any

manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

118 52.236-21 I SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)--ALTERNATE I (APR 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit,

and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

119 52.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown--

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for--

- (i) Material;
- (ii) Labor;
- (iii) Equipment;
- (iv) Subcontracts; and
- (v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

(End of clause)

120 52.236-7005 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)

(a) Definitions. As used in this clause--

(1) "Landing areas" means--

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The clear zone beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution areas" means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(i) The approach-departure clearance surface is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The approach-departure clearance zone is the ground area under the approach-departure clearance surface.

(iii) The transitional surface is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the--

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while--

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety

requirements of this contract.

(c) The Contractor shall--

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is--

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations--

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall--

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall--

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

(End of clause)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)
(R 7-104.63 1968 FEB)

122 52.237-4009 PROCUREMENT INTEGRITY-ADVISORY AND ASSISTANCE SERVICES (MAY 1989)
(52.0237-4009)

(a) Definitions. The definitions in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor shall establish a procurement ethics training program for its employees serving as procurement officials. The program for its employees serving as procurement officials. The program shall at a minimum--

(1) Provide for the distribution of written explanations of the provisions of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the FAR to such employees and

(2) Require each such employee, as a condition of servicing as a procurement official, to certify to the Contracting Officer that he or she is familiar with the provisions of the Act, as implemented in the FAR, and will not engage in any conduct prohibited by subsections 27(a), (b), (c), or (e) of the Act, as implemented in the FAR, and will report immediately to the Contracting Officer any information concerning a violation or possible violation of the prohibitions.

(c) Pursuant to FAR 3.104-9(d), a Contractor employee who is serving as a procurement official may be requested as a procurement official to execute additional certifications.

(d) If a Contractor employee serving as a procurement official ceases performance of these duties during the conduct of such procurement expected to result in a contract or contract modification in excess of \$100,000, such employee shall certify to the Contracting Officer that he or she understands the continuing obligation, during the conduct of the agency procurement, not to disclose proprietary or source selection information related to such agency procurement.

(End of Clause)

123 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

124 52.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

(End of clause)

125 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

(R 7-1902.2 1971 NOV)

126 52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(4) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms, and shall modify the contract accordingly.

(c) The Contractor must assert its rights to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

127 52.243-1 II CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)
(R 7-1902.2 1971 NOV)
(R 7-103.2 1958 JAN)
(R 1-7.102-2)

128 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order,

the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

129 52.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

(End of clause)

Amend 0004

130 52.244-2 SUBCONTRACTS

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: %Insert subcontracts for which written consent is required **7599

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificat

relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this

contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any

claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

%%Insert subcontracts for which para (d) and (f) do not apply

**7599

(End of clause)

131 52.244-3 RESERVED

132 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

133 52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

(End of clause)

(AV 7-104.24(g) 1967 AUG)

134 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for

which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

135 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract;

or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(R 7-104.24(f) 1964 NOV)

136 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended

use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property or use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and

shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's

possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable

adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

137 52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)

(a) Definitions. "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with

the performance of this contract.

"Materials," as used in this clause, includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be

otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

138 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall

accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

139 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

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140 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the

extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

141 52.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions. As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense (DoD)" means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract.

Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item Description	Contract Line Items	Quantity
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Total.....			
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(End of clause)

142 52.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

143 52.248-3 I VALUE ENGINEERING--CONSTRUCTION (MAR 1989)--ALTERNATE I (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and
(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph(h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing. (1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings

and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

144 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle

or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1 year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated.

The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (1) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (1), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the

Government.

(1) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

145 52.249-2 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(SEP 1996)--ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination

settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1 year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole

amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the

Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

146 52.249-6 IV TERMINATION (COST-REIMBURSEMENT) (SEP 1996)--ALTERNATE IV
(SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if--

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those

terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government, and (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(e) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor and shall pay the amount determined as follows:

(1) If the termination is for the convenience of the Government, include--

(i) An amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the Schedule, less any hourly rate payments already made to the Contractor;

(ii) An amount (computed under the provisions for payment of materials) for material expenses incurred before the effective date of termination, not previously paid to the Contractor;

(iii) An amount for labor and material expenses computed as if the expenses were incurred before the effective date of termination if they are reasonably incurred after the effective date, with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue these expenses as rapidly as practicable;

(iv) If not included in subdivision (h)(1)(i), (ii), or (iii) of this clause, the cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and

(v) The reasonable costs of settlement of the work terminated, including--

(A) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(B) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(C) Storage, transportation, and other costs incurred, reasonably necessary for the protection or disposition of the termination inventory.

(2) If the termination is for default of the Contractor, include the amounts computed under subparagraph (h)(1) of this clause but omit--

(i) Any amount for preparation of the Contractor's termination settlement proposal; and

(ii) The portion of the hourly rate allocable to profit for any direct labor hours expended in furnishing materials and services not delivered to and accepted by the Government.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f) or (h) above or paragraph (1) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (1) of this clause, the Government shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file with the Contracting Officer a proposal for an equitable adjustment of price(s) for the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination, unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

(End of clause)

147 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure

to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

148 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if-

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer

shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

149 52.249-7001 RESERVED

150 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (DFAR) (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

(NM)

151 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

152 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

153 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 1984) (DEVIATION)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."
(End of clause)

154 52.228-14 IRREVOCABLE LETTER OF CREDIT (OCT 1997)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

(Issuing Financial Institution's Letterhead or Name and Address)

Issue Date _____

Irrevocable Letter of Credit No. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____

(For reference only)

TO: (U.S. Government agency)
(U.S. Government agency's address)

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at (issuing financial institution's and, if any, confirming financial institution's) office at (issuing financial institution's address and, if any, confirming financial institution's address) and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. (This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.) It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ (state of confirming financial institution, if any, otherwise state of issuing financial institution).

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

(Issuing financial institution)

(f) The following format shall be used by the financial institution to confirm an ILC:

(Confirming Financial Institution's Letterhead or Name and Address)

Date _____ 19 _____

Our Letter of Credit Advice Number _____

Beneficiary: _____

(U.S. Government agency)

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ (name of issuing financial institution) for drawings of up to United States dollars _____/U.S. \$ _____ and expiring with our close of business on _____ (the expiration date), or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. (This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.) It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ (state of confirming financial institution).

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

(Confirming financial institution)

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

(City, State)

_____, 19____

(Name and address of financial institution)

Pay to the order of _____

(Beneficiary Agency)

the sum of United States \$ _____

This draft is drawn under _____

Irrevocable Letter of Credit No. _____

By: _____

(Beneficiary Agency)

(End of clause)

END OF SECTION 00700

LAKE CHARLES, LA, ECO AREA**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (APR 1984) (FAR 52.222-23D)
(DEVIATION)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
17.8%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs Office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance Programs, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is: the Louisiana Parishes of Allen, Beauregard, Cameron, Jefferson Davis, and **VERNON**.

CONTRACT DATA REQUIREMENTS LIST						<i>Form Approved OMB NO. 0704-0188</i>	
Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operation and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TOP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM		E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA TEM NO. FRP0001		2. TITLE OF DATA ITEM Safety and Health Plan		3. Subtitle N/A			
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 4.1.7, Sec 00900		6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16	
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
Submit generic plan within 7 days after contract award. Submit site adapted plan as required within the Task Order.				DRAFT		FINAL	
				REG		REPRO	
				CESWF-RO-FP		4	
				15. TOTAL ----->		4	
1. DATA TEM NO. FRP0002		2. TITLE OF DATA ITEM Quality Control Program		3. Subtitle N/A			
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 4.1.8, Sec 00900		6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16	
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
Submit generic plan within 7 days after contract award. Submit site adapted plan as required within the Task Order.				DRAFT		FINAL	
				REG		REPRO	
				CESWF-RO-FP		4	
				15. TOTAL ----->		4	
1. DATA TEM NO. FRP0003		2. TITLE OF DATA ITEM Site Survey Proposal		3. Subtitle N/A			
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.1, Sec 00900		6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time		12. DATE OF FIRST SUBMISSION See 16	
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
As required by the Contracting Officer.				DRAFT		FINAL	
				REG		REPRO	
				CESWF-RO-FP		4	
				15. TOTAL ----->		4	
1. DATA TEM NO. FRP0004		2. TITLE OF DATA ITEM Site Survey		3. Subtitle N/A			
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.2, Sec 00900		6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY N/A		12. DATE OF FIRST SUBMISSION N/A	
8. ADP CODE		11. AS OF SATE N/A		13. DATE OF SUBSEQUENT SUBMISSION N/A		14. DISTRIBUTION	
16. REMARKS				a. ADDRESSEE		b. COPIES	
No Submittals.				DRAFT		FINAL	
				REG		REPRO	
				CESWF-RO-FP			
				15. TOTAL ----->			
G. PREPARED BY		H. DATE		L. APPROVED BY		J. DATE	

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB NO. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TOP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM		E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA TEM NO. FRP0005		2. TITLE OF DATA ITEM Site Survey Report		3. Subtitle N/A	
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.3, Sec 00900		6. REQUIRING OFFICE	
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One time with back check	12. DATE OF FIRST SUBMISSION See 16	14. DISTRIBUTION	
8. ADP CODE		11. AS OF SATE As Required	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES
				DRAFT	FINAL
				REG	REPRO
16. REMARKS As required by the Contracting Officer.				CESWF-RO-FP	4
					4
1. DATA TEM NO. FRP0006		2. TITLE OF DATA ITEM Feasibility Study		3. Subtitle N/A	
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.4, Sec 00900		6. REQUIRING OFFICE	
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One time with back check	12. DATE OF FIRST SUBMISSION See 16	14. DISTRIBUTION	
8. ADP CODE		11. AS OF SATE As Required	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES
				DRAFT	FINAL
				REG	REPRO
16. REMARKS As required by the Contracting Officer.				CESWF-RO-FP	4
					4
1. DATA TEM NO. FRP0007		2. TITLE OF DATA ITEM Work Plan		3. Subtitle N/A	
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.5, Sec 00900		6. REQUIRING OFFICE	
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY Two (prelim/ Final)	12. DATE OF FIRST SUBMISSION See 16	14. DISTRIBUTION	
8. ADP CODE		11. AS OF SATE As Required	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES
				DRAFT	FINAL
				REG	REPRO
16. REMARKS As required by the Contracting Officer.				CESWF-RO-FP	4
					4
1. DATA TEM NO. FRP0008		2. TITLE OF DATA ITEM Price Proposal		3. Subtitle N/A	
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 2.1.2, Sec 09000		6. REQUIRING OFFICE	
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION See 16	14. DISTRIBUTION	
8. ADP CODE		11. AS OF SATE As Required	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES
				DRAFT	FINAL
				REG	REPRO
16. REMARKS As required by the Contracting Officer.				CESWF-RO-FP	4
G. PREPARED BY		H. DATE	L. APPROVED BY		J. DATE

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TOP _____ TM _____ OTHER _____							
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR						
1. DATA TEM NO. FRP0009		2. TITLE OF DATA ITEM Pre-Remediation Action Conference			3. Subtitle N/A						
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.7.1, Sec 00900		6. REQUIRING OFFICE						
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time		12. DATE OF FIRST SUBMISSION See 16					
8. ADP CODE				11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required					
16. REMARKS Submit list of attendees with minutes of conference as required by the Contracting Officer.						14. DISTRIBUTION					
						a. ADDRESSEE		b. COPIES			
						DRAFT		FINAL			
								REG		REPRO	
								4			
16. REMARKS As required by the Contracting Officer.						14. DISTRIBUTION					
						a. ADDRESSEE		b. COPIES			
						DRAFT		FINAL			
								REG		REPRO	
								4			
1. DATA TEM NO. FRP0010		2. TITLE OF DATA ITEM Work Schedule			3. Subtitle N/A						
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.7.2.c, Sec 00900		6. REQUIRING OFFICE						
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16					
8. ADP CODE				11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required					
16. REMARKS As required by the Contracting Officer.						14. DISTRIBUTION					
						a. ADDRESSEE		b. COPIES			
						DRAFT		FINAL			
								REG		REPRO	
								4			
1. DATA TEM NO. FRP0011		2. TITLE OF DATA ITEM Weekly Progress Report			3. Subtitle N/A						
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.7.2.e, Sec 00900		6. REQUIRING OFFICE						
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time		12. DATE OF FIRST SUBMISSION See 16					
8. ADP CODE				11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required					
16. REMARKS Weekly submittals, beginning second week after issuance of task order. Automated and, manual reports are required for individual Task Orders and summary is required for Task Orders together in formats approved by the Contracting Officer.						14. DISTRIBUTION					
						a. ADDRESSEE		b. COPIES			
						DRAFT		FINAL			
								REG		REPRO	
								4			
1. DATA TEM NO. FRP0012		2. TITLE OF DATA ITEM Telephone Conversation/Correspondence Log			3. Subtitle N/A						
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.7.2.f, Sec 00900		6. REQUIRING OFFICE						
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time		12. DATE OF FIRST SUBMISSION See 16					
8. ADP CODE				11. AS OF SATE As required		13. DATE OF SUBSEQUENT SUBMISSION As required					
16. REMARKS Monthly Submittals, beginning no later than the 10 th of the month following task order award.						14. DISTRIBUTION					
						a. ADDRESSEE		b. COPIES			
						DRAFT		FINAL			
								REG		REPRO	
								4			
G. PREPARED BY			H. DATE		L. APPROVED BY		J. DATE				

CONTRACT DATA REQUIREMENTS LIST										<i>Form Approved</i> OMB NO. 0704-0188	
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A. CONTRACT LINE ITEM NO.			B. EXHIBIT			C. CATEGORY: TOP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM				E. CONTRACT/PR NO.				F. CONTRACTOR			
1. DATA TEM NO. FRP0013		2. TITLE OF DATA ITEM System/Equipment Testing				3. Subtitle N/A					
4. AUTHORITY (Date Acquisition Document No.)				5. CONTRACT REFERENCE Para. 6.1.7.2.g, Sec 00900				6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16		14. DISTRIBUTION			
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		a. ADDRESSEE		b. COPIES			
						DRAFT		FINAL			
								REG		REPRO	
16. REMARKS								CESWF-RO-FP		4	
In accordance with contractor's approved schedule or as directed by the Contracting Officer.											
										4	
1. DATA TEM NO. FRP0014		2. TITLE OF DATA ITEM Operating and Maintenance Manuals				3. Subtitle N/A					
4. AUTHORITY (Date Acquisition Document No.)				5. CONTRACT REFERENCE Para. 6.1.7.2.h, Sec 00900				6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16		14. DISTRIBUTION			
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		a. ADDRESSEE		b. COPIES			
						DRAFT		FINAL			
								REG		REPRO	
16. REMARKS								CESWF-RO-FP		4	
In accordance with contractor's approved schedule or as directed by the Contracting Officer.											
										4	
1. DATA TEM NO. FRP0015		2. TITLE OF DATA ITEM Training				3. Subtitle N/A					
4. AUTHORITY (Date Acquisition Document No.)				5. CONTRACT REFERENCE Para. 6.1.7.2.i, Sec 00900				6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16		14. DISTRIBUTION			
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		a. ADDRESSEE		b. COPIES			
						DRAFT		FINAL			
								REG		REPRO	
16. REMARKS								CESWF-RO-FP		4	
In accordance with contractor's approved schedule or as directed by the Contracting Officer.											
										4	
1. DATA TEM NO. FRP0016		2. TITLE OF DATA ITEM Equipment and Construction Warranties				3. Subtitle N/A					
4. AUTHORITY (Date Acquisition Document No.)				5. CONTRACT REFERENCE Para. 6.1.7.2.j, Sec 00900				6. REQUIRING OFFICE			
7. DO 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY One time with back check		12. DATE OF FIRST SUBMISSION See 16		14. DISTRIBUTION			
8. ADP CODE		11. AS OF SATE As required		13. DATE OF SUBSEQUENT SUBMISSION As required		a. ADDRESSEE		b. COPIES			
						DRAFT		FINAL			
								REG		REPRO	
16. REMARKS								CESWF-RO-FP		4	
In accordance with contractor's approved schedule or as directed by the Contracting Officer.											
										4	
G. PREPARED BY				H. DATE		L. APPROVED BY				J. DATE	

CONTRACT DATA REQUIREMENTS LIST

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OMB NO. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TOP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM		E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA TEM NO. FRP0017	2. TITLE OF DATA ITEM List of Standard Equipment and Service Organizations			3. Subtitle N/A	
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.7.2.k, Sec 00900		6. REQUIRING OFFICE	
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One time	12. DATE OF FIRST SUBMISSION See 16	14. DISTRIBUTION	
8. ADP CODE		11. AS OF SATE As Required	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES
				DRAFT	FINAL
				REG	REPRO
16. REMARKS In accordance with contractor's approved schedule or as directed by the Contracting Officer.				CESWF-RO-FP	4
					4
1. DATA TEM NO. FRP0018	2. TITLE OF DATA ITEM Certification of Computer Media			3. Subtitle N/A	
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.7.2.l, Sec 00900		6. REQUIRING OFFICE	
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One time	12. DATE OF FIRST SUBMISSION See 16	14. DISTRIBUTION	
8. ADP CODE		11. AS OF SATE As Required	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES
				DRAFT	FINAL
				REG	REPRO
16. REMARKS In accordance with contractor's approved schedule or as directed by the Contracting Officer.				CESWF-RO-FP	4
					4
1. DATA TEM NO. FRP0019	2. TITLE OF DATA ITEM Site Specific Remediation Report			3. Subtitle N/A	
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.7.2.m, Sec 00900		6. REQUIRING OFFICE	
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One time	12. DATE OF FIRST SUBMISSION See 16	14. DISTRIBUTION	
8. ADP CODE		11. AS OF SATE As Required	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES
				DRAFT	FINAL
				REG	REPRO
16. REMARKS In accordance with contractor's approved schedule or as directed by the Contracting Officer.				CESWF-RO-FP	4
					4
1. DATA TEM NO. FRP0020	2. TITLE OF DATA ITEM As-Built/In Progress Drawings			3. Subtitle N/A	
4. AUTHORITY (Date Acquisition Document No.)		5. CONTRACT REFERENCE Para. 6.1.8, Sec 00900		6. REQUIRING OFFICE	
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One time	12. DATE OF FIRST SUBMISSION See 16	14. DISTRIBUTION	
8. ADP CODE		11. AS OF SATE As Required	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES
				DRAFT	FINAL
				REG	REPRO
16. REMARKS In accordance with contractor's approved schedule or as directed by the Contracting Officer.				CESWF-RO-FP	4
					4
G. PREPARED BY		H. DATE	L. APPROVED BY		J. DATE

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Form Approved
OMB NO. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TOP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA TEM NO. FRP0021		2. TITLE OF DATA ITEM As-Built/Final Drawings			3. Subtitle N/A		
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para. 6.1.8, Sec 00900		6. REQUIRING OFFICE		
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One time		12. DATE OF FIRST SUBMISSION Sec 16		14. DISTRIBUTION	
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		a. ADDRESSEE DRAFT b. COPIES FINAL REG REPRO	
16. REMARKS In accordance with contractor's approved schedule or as directed by the Contracting Officer, Contractor shall return as-builts in automated format.					CESWF-RO-FP 4		
1. DATA TEM NO. FRP0022		2. TITLE OF DATA ITEM Survey Log Books and Survey Drawings			3. Subtitle N/A		
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE Para.		6. REQUIRING OFFICE		
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One time		12. DATE OF FIRST SUBMISSION Sec 16		14. DISTRIBUTION	
8. ADP CODE		11. AS OF SATE As Required		13. DATE OF SUBSEQUENT SUBMISSION As Required		a. ADDRESSEE DRAFT b. COPIES FINAL REG REPRO	
16. REMARKS As required by the Contracting Officer.					CESWF-RO-FP 4		
1. DATA TEM NO.		2. TITLE OF DATA ITEM			3. Subtitle		
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE DRAFT b. COPIES FINAL REG REPRO	
16. REMARKS					15. TOTAL ----->		
1. DATA TEM NO.		2. TITLE OF DATA ITEM			3. Subtitle		
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION	
8. ADP CODE		11. AS OF SATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE DRAFT b. COPIES FINAL REG REPRO	
16. REMARKS					15. TOTAL ----->		
G. PREPARED BY		H. DATE		L. APPROVED BY		J. DATE	

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183), Washington, D.C. 20503.				
1. TITLE Site Safety and Health Plan			2. IDENTIFICATION NUMBER FRP0001	
3. DESCRIPTION/PURPOSE This plan details tasks and activities of site safety management required to identify, evaluate and eliminate or control hazards at the work.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) identifies the contract requirements for the site safety and health plan.				
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER		
10. PREPARATION INSTRUCTIONS The Site Safety and Health Plan (SSHP) shall be in accordance with this DID unless otherwise indicated or modified in the task order. The Site Safety and Health Plan (SSHP) shall be prepared in accordance with the requirements specified in this section and shall comply with all federal, state, and local health and safety requirements, e.g., the Occupational Safety and Health Administration (OSHA) requirements (29 CFR 1910 and 1926) and the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). The SSHP shall address those elements which are specific to this site and has potential for negative effects on the safety and health of workers and other personnel on site. Where a specific element is not applicable, the Contractor shall make negative declaration in the plan to establish that adequate consideration was given the topic, and a brief justification for its omission shall be given. 10.1 General. A fully trained and experienced site safety and health officer (SSHO), responsible to the Contractor may be delegated to implement the on-site elements for the SSHP. The SSHP shall be in a form usable by authorized U.S. Government representatives and authorized visitors to the site during site operations. 10.2 Staff Organization, Qualifications, and Responsibilities. The operational and health and safety responsibilities of each key person shall be discussed.				
11. DISTRIBUTION STATEMENT				

The organizational structure, with lines of authority for safety and health and overall responsibilities of the Contractor and all subcontractors shall be provided. An organizational chart showing the lines of authority for safety shall be provided. Each person assigned specific safety and health responsibilities shall be identified and his/her qualifications and experience documented by resume.

10.3 Accident Prevention. The SSHP may serve as the Accident Prevention Plan provided it addresses all content requirements of both 29 CFR 1910 and EM 385-1-1 (Table 1-1). All Accident Prevention Plan elements required by EM 385-1-1, but specifically covered by these elements shall be addressed in this section of the SSHP. Daily safety and health inspections shall be conducted to determine if site operations are conducted in accordance with the approved SSHP and contract requirements.

10.4 Personal Protective Equipment. A written Personal Protective Equipment (PPE) Program shall be provided in the SSHP if necessary. Minimum levels of protection necessary for each delivery/task operation to be performed shall be based on the hazard assessment/risk analysis.

10.5 Medical Surveillance. All personnel requiring respiratory protection shall have an annual medical examination to ensure they are physically qualified to wear respiratory protection. Those requiring respiratory protection shall be fit-tested in accordance with appropriate regulations. Any other medical surveillance requirements shall be determined by onsite conditions and exposures.

10.6 Noise Control. The Contractor shall monitor for hazardous noise conditions. If warranted, a hearing conservation program and abatement program shall be implemented.

10.7 Standing Operating Procedures, Engineering Controls and Work Practices. The Contractor shall develop Standing Operating Procedures for minimizing hazards and taking action to correct hazards where necessary. Site rules and safe work practices shall be discussed and shall include such topics as use of buddy system, smoking restrictions, material handling procedures, confined space entry, excavation safety, physiological and meteorological monitoring for heat/cold stress, illumination, sanitation, and daily safety inspections, etc. This list of topics is not intended to be all inclusive.

10.8 Logs, Reports and Recordkeeping. Recordkeeping procedures for training logs, daily safety inspection logs, employee/visitor registers, medical surveillance records and certifications, air monitoring results and personal exposure records shall be described. All personnel exposure and medical monitoring records shall be maintained in accordance with applicable OSHA standards, CFR 1910 and 1926. All recordable accidents/injuries/illness shall be reported to the Contracting Officer immediately. A completed ENG 3394, Accident Investigation Report shall be submitted within two (2) working days in accordance with AR 385-40.

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1. TITLE Quality Control Program			2. IDENTIFICATION NUMBER FRP0002	
3. DESCRIPTION/PURPOSE Implementation and documentation of a comprehensive contract quality control program for the project.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Date Item Description (DID) identifies the contract requirements for quality control program.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The quality control program shall be in accordance with Section 01451 - CONTRACTOR QUALITY CONTROL, unless otherwise indicated or modified in the task order.				
11. DISTRIBUTION STATEMENT				

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1. TITLE Site Survey Proposal		2. IDENTIFICATION NUMBER FRP0003	
3. DESCRIPTION/PURPOSE To provide details concerning the content and organization of the site survey proposal.			
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) gives the information required for the site survey proposal.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS The Site Survey Proposal shall be in accordance with this DID unless otherwise indicated or modified in the task order. When requested by the Contracting Officer, or authorized representative, (in writing or verbally), the Contractor shall provide a detailed listing of the tasks he/she intends to perform at the site along with the personnel and equipment required to achieve these tasks. Each task shall include the cost of completing it, itemized in specified detail. Support efforts, such as supplies, lodging, equipment, etc., shall be included in the cost. The listing and the cost breakdown shall be itemized in CLIN CLIN type list in a manner to be easily understandable by the Contracting Officer, or authorized representative. If the Contractor proposes to use subcontractors to perform the site <i>survey</i> , then the Contractor must show the subcontractor costs as follows (broken down by task): Subcontractor: CLIN 0001 Professional Level 1 Hours \$ 0002 Professional Level 2 Hours \$ 0003 Professional Level 3 Hours \$ 0004 Professional Level 4 Hours \$			
11. DISTRIBUTION STATEMENT			

NOTE: If project is located outside the Fort Polk area, Contractor shall also include a breakout of the following costs for the Prime and the Subcontractors:

Travel: PerDiem
Lodging
Transportation
Labor
Rental Car
Food
Incidental

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1. TITLE Site Survey		2. IDENTIFICATION NUMBER FRP0004	
3. DESCRIPTION/PURPOSE To provide guidance to the Contractor on subjects to be investigated during the site survey.			
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) gives overall parameters for the conduct of a site survey.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS The Site Survey shall be in accordance with this DID unless otherwise indicated or modified in the task order. 10.1 Site Survey shall be performed as stated in the task order. The Contractor shall survey the site, buildings, or area as directed or indicated in the task order. Video tape recordings shall be made of the proposed remediation project with emphasis on the particular equipment/systems to be removed/repared including foundations, utilities, and building cover. The Contractor shall be required to review existing as-built drawings, maintenance records, and other pertinent documentation. The Contractor shall interview on-site maintenance personnel and staff to determine the existing conditions of the equipment/system, site, building or area to be remediated. The Contractor shall investigate and document the presence or absence of asbestos/lead in the work site/area. If present, a proposed method of removal shall be discussed by the installation personnel. Minimal disruption to the remediation action shall be a factor in determining this method. The Contractor shall identify the areas where remediations may be accomplished by repairing, modifying, or replacing equipment or installing new equipment and facilities and shall recommend whether a feasibility study is warranted. Where required, systems/equipment may be operated under the direction of installation personnel to isolate problems. Data required to prepare a site description, a hazard and risk analysis, and a site control document shall be gathered during this survey. The Contractor shall indicate if a feasibility/study is warranted to determine technical and/or cost feasibility. Access to areas where field efforts may occur should be investigated. The Contractor shall develop a basis to prepare budget proposal costs for the proposed remediation work.			
11. DISTRIBUTION STATEMENT			

10.2 Where metal building systems are to be modified or added, the Contractor shall survey existing buildings to analyze and collect data on existing and projection conditions to ensure proper interface between the existing buildings and the new installation. Data collection shall include, but not be limited to, field verification of existing materials and finishes, structural loads and numbers, locations and dimensional data and interface points for building and utilities.

10.3 Contractor maybe required to do constructability review on a completed design as required in an individual task order.

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1. TITLE	2. IDENTIFICATION NUMBER	

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Amendment 0004

Site Survey Report		FRP0005	
3. DESCRIPTION/PURPOSE To document the results of the Contractor's site survey and investigation of proposed project.			
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) details the documentation required on a site survey report.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS The Site Survey Report shall be in accordance with this DID unless otherwise indicated or modified in the task order. 10.1 The Contractor shall prepare and submit a site survey report documenting the site survey. The task order will specify areas to be investigated, and the site survey report shall document all items investigated, including but not limited to, the problem under investigation; people contacted during the visit; relevant information obtained from site personnel, availability and quality of as-built drawings, presence or absence of asbestos/lead in the work area, maintenance records, and equipment inspection details; determination of problem areas; recommendation to resolve the problems; and provide a budget cost to prepare the work plan and one for implementing the proposed work plan. The report shall include a narrative describing the proposed remediation philosophy in concept accompanied by sketches of proposed remediation action, a description of the design package required/proposed, and code or accreditation violations. If asbestos/lead is present, the report shall also contain a proposed procedure, schedule and budget cost for removing the asbestos/lead (identified by type and location) in accordance with installation, state, and federal laws, codes and regulations. Emphasis shall be placed on minimizing delay to the remediation action. 10.2 The Contractor shall prepare and submit the following site specific reports for inclusion with the Site Survey and Health Plan. 10.2.1 Site Description. The Contractor shall provide a description to the site, including a complete summary of safety and health hazards anticipated on site (including asbestos/lead). This site description shall be based on anticipated work, site history and prior site uses and activities.			
11. DISTRIBUTION STATEMENT			

Data Item Description FRP0005, Continued

10.2.2 Hazard Assessment and Risk Analysis. The Contractor shall provide a complete description of the work to be performed with a complete summary of hazards anticipated. The Contractor shall identify the safety and health hazards that may be encountered for each task and/or site operation to be performed. Each task/operation is to be discussed separately. Material Safety Data Sheets (MSDS) for
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each harardous substance brought on site shall be included as an appendix to theSSHP.

10.2.3 Site Control. The SSHP shall include a site map, description of work, on/off site communications systems, site access controls, and security procedures.

10.2.4 Asbestos/Lead Removal. The report shall contain a proposed procedure, schedule, and budget cost for the removal of asbestos/lead, and/or other hazardous materials (identified by type and location). Removal of the asbestos/lead shall be carried out in a manner which minimizes impact on remediation schedule; i.e., encapsulating asbestos/lead containing units in protective covering for removal, and sealing off adjoining asbestos/lead containing areas outside the work/site area.

10.3 Drafts of the proposed training plan, including major elements and training periods required shall be submitted with the reports.

10.4 Drafts of the proposed operation and maintenance (O&M) manuals, including major elements shall be submitted with the reports.

10.5 Remediation budget estimates for the training plans andO&M manuals shall be submitted.

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1. TITLE Feasibility Study	2. IDENTIFICATION NUMBER FRP0006	
3. DESCRIPTION/PURPOSE		

To provide details of the cost feasibility of the proposed remediation action.			
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) identifies the Government requirements for feasibility studies to be performed by task orders under this contract.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS The Feasibility Study shall be in accordance with this DID unless otherwise indicated or modified in the task order. 10.1 The Contractor shall perform a life cycle cost analysis in accordance with National Institute of Technology and Standards Handbook 135 utilizing Department of Energy's, Energy Escalation Rates and other applicable criteria as specified in the task order or directed by the Contracting Officer. The report shall address its purpose, identify data pertinent to the reviewer, list and discuss all assumptions, provide a detailed cost breakdown of the action, show calculations of all cost and savings with a brief narrative describing each calculation, life cycle cost analysis yearly breakdown and results, recommendations, conclusions, and analysis for sensitivity of all significant variables and other pertinent data.			
11. DISTRIBUTION STATEMENT			

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1. TITLE Work Plan	2. IDENTIFICATION NUMBER FRP0007	
3. DESCRIPTION/PURPOSE To provide requirements for developing a work plan for the proposed remediation project.		

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4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) describes the details required in a work plan.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS The Work Plan shall be accordance with this DID unless otherwise indicated or modified in the task order. 10.1 General. The remediation action detailed under this DID shall conform in all aspects of the task order. 10.2 The work plan shall consist of documentation of all analysis performed to select equipment and materials, scaled single line drawings with material and equipment schedules plus detailed double line shop/installation drawings to show the location and relationship of allequipments and materials, catalog cuts and/or equipment specifications as required to document the materials to be used, manufacturer installation procedures or execution specifications as required to indicate the methods and means of installation, and the codes and standards to which theremediation action will adhere. As required by the contract and the task order, Corps of Engineers, Army and Air Force engineering requirements and criteria shall be adhered to in all aspects of the work plan. Single line drawings shall include, but not limited to, floor plans, utility and equipment layout drawings, foundation plans, demolition drawings, control drawings, elevations, sections, details, schedules, site plans, riser diagrams and piping & instrumentation drawings as required to completely define theremediation action when viewed in conjunction with the shop drawings, catalog cuts, and manufactures' installation requirements. A demolition plan shall be prepared to include the disposition on all removed material, equipment, and debris. The work plan shall include testing and training plans as required by DD Form 1423, Data Item No. (DIN) FRP013 and FRP015. The work plan shall also include a proposal schedule for all activities required by this contract and task order to implement the remediation action. The Contractor shall submit any site specific modifications or amendments to his approved Quality Control Plan and/or Safety and Health Plan. 10.3 All submittals required under this DID will be itemized on an Engineering Form 4025. The Contractor shall follow the required submittal procedures located in Section 01330 .			
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Data Item Description FRP0007, Continued

10.4 Industry standard supplier professionally supported work such as pre-engineered buildings, truss shop drawings and fabrication details, fire sprinkler systems, irrigation systems, concrete reinforcing, concrete and asphalt, and standing seam metal roofs.

10.5 Contractor shall make this automated submittal on the ILAN. Until Contractor is operating on ILAN, submittal will be by 3-1/2" floppy disk plus one (1) hard (paper) copy. As a last resort, the Government may authorize the Contractor to make the submittal by hand-delivering seven (7) organized hard copies.

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1. TITLE Price Proposal			2. IDENTIFICATION NUMBER FRP0008	
3. DESCRIPTION/PURPOSE To provide requirements for developing a cost/price proposal for the proposed remediation project.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE

7. APPLICATION/INTERRELATIONSHIP			
This Data Item Description (DID) describes the details required in a cost/price proposal.			
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS			
<p>The Price Proposal shall be in accordance with this DID unless otherwise indicated or modified in the task order.</p> <p>10.1 The Contractor shall obtain competition for equipment and any subcontractors required and the Contractor shall prepare preliminary drawings with equipment schedules as required and forward these to a minimum of two (2) separate and distinct suppliers/subcontractors (with no common brand name affiliation with each other) for quotes on each equipment/system proposed. Each of these quotes shall be broken down into distinct equipment costs and installation costs in terms of manhours, dollars, and skills. The quotes shall be forwarded to the Government as part of the cost proposal. The other than full and open competition justification shall be submitted by the Contractor. Where replaced equipment/systems are turned over to the Contractor for disposal, every effort should be made to obtain credit from the disposal of this equipment/system towards reducing the cost of the contract. This effort, positive or negative, shall be reflected in the cost proposal. The Contractor shall select the responsive and responsible suppliers/subcontractors with the lowest price and proceed with the development of shop/equipment installation drawings for the specific equipment selected. He shall also compile equipment catalog cut sheets with manufacturer's specifications and manufactures' installation procedures or execution specifications from the selected supplier. The Contractor shall then complete the drawings in such detail and prepare specifications as required to tie together the shop drawings, catalog cuts, and installation requirements into a comprehensive package that defines the remediation action.</p> <p>For Firm-Fixed Price Task Orders, Contractor shall obtain price competition on all subcontractors, materials and equipment to the maximum extent practicable. Contractor shall get price quotes from at least <i>two (2)</i> prospective subcontractors and suppliers. When competitive quotes cannot be obtained, Contractor shall document his/her effort to obtain competition--show</p>			
11. DISTRIBUTION STATEMENT			

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Data Item Description FRP0008, Continued

name of firms contacted for quotes, dates contacted and their response. Contractor shall provide this documented attempt to obtain competition to the Government with the proposal. This documentation will be included in the rationale for the Justification and Approval (J&A) that is required for a procurement under other than full and open competition. The Government will prepare the J&A. The Government will then conduct a detailed engineering review of the contractors price proposal and evaluate his supplier/subcontractor selection. Discipline criteria used as a basis for the work plan shall be stated.

10.2 The Contractor shall provide a cost proposal, which as a minimum, shall be detailed enough to indicate:

- a. Description of items/services.
- b. Quantity of items/services.
- c. Units of measure for items/services.
- d. Man-hours per unit to install/service/test items/services.
- e. Material cost for item/services.
- f. Equipment cost associated with item/service (with manufacturer's price quotes).
- g. Special services (factory technicians, test labs, etc.) required.

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- h. Subcontractor work.
- i. Specified individual mark-ups including overhead, profit, and escalation.

The details indicated above shall be arranged in a logical manner with mathematical extensions and summations at suitable locations. Wage rates utilized in crew rates should be identified as to crew composition by trade with base rates and fringes detailed separately. This proposal shall be reviewed in detail by Government estimators.

10.3 Cost proposals for training including length and location shall be submitted.

10.4 Costs proposals for operation and maintenance manuals shall be submitted.

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1. TITLE Pre-Remediation Action Conference			2. IDENTIFICATION NUMBER FRP0009	
3. DESCRIPTION/PURPOSE To assure familiarity with details of the contract and the installation rules and regulations as well as to allow the Contracting Officer, or Authorized Representative, to interface with the Contractor and his/her organization.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP				

This Data Item Description (DID) provides a baseline for the pre-remediation action.		
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER
<p>10. PREPARATION INSTRUCTIONS</p> <p>The pre-remediation shall be held in accordance with this DID unless otherwise indicated or modified in the task order.</p> <p>10.1 General.</p> <p>10.1.1 This conference will be held at the location specified by the Contracting Officer. The purpose of this pre-remediation conference is to enable the Contracting Officer to outline procedures that will be followed by the Government in its administration of the task order and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of contract work, security requirements, regulations, etc. The Contracting Officer may invite installation, using service, environmental management, ground safety office, engineering and/or security personnel as well as other involved Government personnel to attend this conference.</p> <p>10.1.2 Discussion Items.</p> <p>The following is a list of items for discussion during this conference. This is not considered to be a complete listing.</p> <ul style="list-style-type: none"> a. Authority of the Contracting Officer and procedures for administering the contract. b. Contractor labor standards provisions. c. Contract modification and administration procedures. 		
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Data Item Description FRP0009, Continued

- d. Payment estimate data and procedures.
- e. Contractor insurance requirements.
- f. Contractor performance evaluation.

10.1.3 Installation Rules and Regulations. All rules and regulations issued by the Commanding Officer/Director covering general safety, security, sanitary requirements, pollution control, work hours, storage areas, utility availability and use, utility interruptions, site conditions, environmental compliance, clean-up, conduct and dress, work in areas with others, excavation permits, access to work areas, traffic regulations, as well as any other pertinent information requested by the Contractor or provided by the authorized installation technical representative shall be observed by the Contractor. Information regarding these requirements may be obtained by contacting the authorized installation technical representative, who will provide such information or assist in obtaining same from appropriate authorities.

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<small>Public reporting burden for this collection of information is estimated to average 110 hours per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183), Washington, D.C. 20503.</small>				
1. TITLE Work Schedule			2. IDENTIFICATION NUMBER FRP0010	
3. DESCRIPTION/PURPOSE To provide details of scheduling the work tasks.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides details for preparing a work schedule.				

8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS The work schedule shall be held in accordance with Section 01320 - PROJECT SCHEDULE, as indicated or modified in the task order.		
11. DISTRIBUTION STATEMENT		

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1. TITLE		2. IDENTIFICATION NUMBER		
Weekly Progress Report		FRP0011		
3. DESCRIPTION/PURPOSE				
To provide progress reports that will be used as a measure of accomplished activity.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP				
This Data Item Description (DID) details requirements for weekly progress reports.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER

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10. PREPARATION INSTRUCTIONS <p>The weekly progress report on the individual task orders shall be prepared in accordance with this DID unless otherwise indicated or modified in the task order.</p> <p>10.1 A narrative report in tabular form shall be provided by the Contractor which details each activity shown on the schedule for the reporting period. The progress report shall be coordinated with the approved work schedule. The Contractor shall submit the proposed format to the Contracting Officer for approval. Specific contents are:</p> <ul style="list-style-type: none"> a. Summarize progress by estimated percent of completion of each FRP. b. Remarks section shall be provided for the Contractor to describe any problems in detail which caused lag in schedule as well as Contractor plans to get back on schedule. c. Section shall be provided for the Government's comments. <p>A summary weekly progress report covering all individual task orders shall be provided. This summary report shall have the same general format as the individual reports, except the narrative content shall be abbreviated.</p>		
11. DISTRIBUTION STATEMENT		

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DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183), Washington, D.C. 20503.</small>				
1. TITLE Telephone Conversation/Correspondence Records		2. IDENTIFICATION NUMBER FRP0012		
3. DESCRIPTION/PURPOSE To provide for telephone conversation/correspondence records.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) details requirements for telephone conversation/correspondence records.				

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8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER
<p>10. PREPARATION INSTRUCTIONS</p> <p>The telephone conversation/correspondence records shall be in accordance with this DID unless otherwise indicated or modified in the task order.</p> <p>10.1 The Contractor shall keep a record of each substantive phone conversation and written correspondence related to the performance of this contract. A summary of the phone conversations and written correspondence shall be submitted to the Contracting Officer monthly and is due no later than the 10th of the following month. For this contract, "substantive" is defined, but is not only inclusive of:</p> <ul style="list-style-type: none"> - all calls to or from DPW personnel that require action by either the DPW or the Contractor. - all calls to or from DPW personnel that directly or indirectly affect contract terms or conditions. - all calls to or from Federal, state, or local regulatory agency personnel. - all calls to Contractor personnel that require calling party to be referred to the Public Affairs Office. <p>Calls involved in the routine performance of project work that does not fit the above definition of substantive need not be recorded and provided to the Contracting Officer.</p>		
11. DISTRIBUTION STATEMENT		

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<small>Public reporting burden for this collection of information is estimated to average 110 hours per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183), Washington, D.C. 20503.</small>			
1. TITLE System/Equipment Testing		2. IDENTIFICATION NUMBER FRP0013	
3. DESCRIPTION/PURPOSE To provide for systematic testing of the modified system/equipment and to document the tests performed as well as the results of these tests.			
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) states the requirements for systems/equipmenttestings.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER	

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10. PREPARATION INSTRUCTIONS <p>The system/equipment testing shall be in accordance with this DID unless otherwise indicated or modified in the task order.</p> <p>10.1 Ten (10) days prior to the required tests, the Contractor shall submit to the Contracting Officer and authorized installation representative a copy of a proposed testing plan necessary to prove the system/equipment meets the operating standards promulgated by the design. As a minimum, this testing plan shall contain:</p> <ul style="list-style-type: none"> a. Project nonmenclature. b. System/Equipment description. c. Specific requirements for system/equipment test. d. Results of test. <p>After approval by the Contracting Officer, the Contractor shall schedule the implementation of this testing plan at a time convenient for the Contracting Officer to have installation representative observed.</p>		
11. DISTRIBUTION STATEMENT		

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<small>Public reporting burden for this collection of information is estimated to average 110 hours per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183), Washington, D.C. 20503.</small>				
1. TITLE Operating and Maintenance Manuals		2. IDENTIFICATION NUMBER FRP0014		
3. DESCRIPTION/PURPOSE Operating manuals will be used by Government personnel at the installation to operate the modified system/equipment, and maintenance manuals will be used by Government personnel at the installation to identify and perform required preventive and corrective maintenance on the installed/modified system after completion of the FRP.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) details the requirements for operating and maintenance manuals.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER

10. PREPARATION INSTRUCTIONS

The operating and maintenance manuals shall be in accordance with Section 01700 - Contract Closeout, unless otherwise indicated or modified in the task order.

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1. TITLE Training			2. IDENTIFICATION NUMBER FRP0015	
3. DESCRIPTION/PURPOSE To delineate Contractor required training requirements.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides the requirements to provide a training program.				
8. APPROVAL LIMITATION				

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	9a. APPLICABLE FORMS	9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS Training shall be in accordance with Section 01700 - Contract Closeout, unless otherwise indicated or modified in the task order.		
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<small>Public reporting burden for this collection of information is estimated to average 110 hours per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183), Washington, D.C. 20503.</small>				
1. TITLE Equipment and Construction Warranties			2. IDENTIFICATION NUMBER FRP0016	
3. DESCRIPTION/PURPOSE To provide warranties on equipment and construction to installation personnel.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) describes the procedures for providing equipment and construction warranties.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS Equipment and construction warranties shall be in accordance with Section 01700 - Contract Closeout, unless otherwise indicated or				

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modified in the task order.

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1. TITLE List of Standard Equipment and Service Organizations			2. IDENTIFICATION NUMBER FRP0017	
3. DESCRIPTION/PURPOSE To provide installation personnel with a source for service organizations.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) details the procedure for providing a list of standard equipment and service organizations.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS A list of standard equipment and service organizations shall be provided in accordance with this DID unless otherwise indicated or modified in the task order.				

10.1 All equipment provided under this contract shall be standard products from a manufacturer regularly engaged in the manufacturing of such products, which are of similar material, design, and workmanship. The standard products shall be satisfactory (to the Government) commercial or industrial use for two (2) years prior to submission for approval. These standard products must be offered for sale on the commercial market through advertisement, manufacturers' catalogs, or brochures. Products having less than 2-year services record will be acceptable if a certified record of satisfactory field operation, for not less than 6000 hours exclusive of the manufactures' factory tests, can be shown and is approved by the Contracting Officer. A certified list of major/minor equipment installed/modified on the project shall be submitted along with a certified list of service organization, with addresses, telephone numbers, and qualifications of qualified, permanent service organizations for support of major/minor equipment. This list shall contain a cost for each item.

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1. TITLE		2. IDENTIFICATION NUMBER		
Certification of Computer Media		FRP0018		
3. DESCRIPTION/PURPOSE				
To provide certification of virus free computer media.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP				
This Data Item Description (DID) requires a virus free submittal of computer data.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS				
Computer media shall be certified in accordance with this DID unless otherwise indicated or modified in the task order.				
10.1 All delivery media (floppy disks, magnetic tapes, etc.) for computer data shall be certified by the Contractor to be compatible				

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with installation computer equipment and to be free of known computer viruses. A compatibility certification and the name(s) and release date(s) of the virus scanning software used to analyze the delivery media shall be furnished to the Government at the time of delivery. The release or revision date of the virus scanning software shall be the current version which has detected the latest known viruses at the time of delivery of the media. If analysis of the delivery media by the Government finds evidence of incompatibility or virus infection, the media will be returned to the Contractor. The Contractor shall resubmit the media at no cost to the Government.

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1. TITLE		2. IDENTIFICATION NUMBER		
Site Specific Remediation Report		FRP0019		
3. DESCRIPTION/PURPOSE				
To provide a final report of all work performed under the contract.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP				
This Data Item Description (DID) gives the format and content for the site specific remediation report.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS				
A site specific remediation report shall be prepared in accordance with this DID unless otherwise indicated or modified in the task order.				
10.1 Final Report. A final report of all technical work accomplished and information gained in performance of the contract, pertinent observations, nature of problems, positive as well as negative results, and design criteria established (where applicable) will be prepared. Procedures followed, processes developed, etc., will be included. The details of all technical work included shall be sufficient to permit full understanding of the techniques and procedures used evolving technology or processes developed. The status				

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of the facility's compliance with specified standards shall be covered.

10.2 Format.

10.2.1 The title page will identify the report providing contract number, project name, and reporting period.

10.2.2 The front cover draft reports will bear the following statement in addition to other requirements, "The view, opinions, and/or findings contained in the report are those of the author(s) and should not be construed as an official Department of the Army position, or decision, unless so designated by other documentation."

10.2.3 Table of Contents.

11. DISTRIBUTION STATEMENT

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10.3 Main Body. The main body of the report shall make use of the following outline only as applicable to each individual situation.

10.3.1 Introduction. The introduction shall consist of a narrative statement of the reasons for the remediation report, make reference to statement of work, technical instructions, other contract direction, previous related submittals and citation of the Government authorization. It should also state aims, objectives, probability of solution of accomplishment, estimated scope of development effort required and technical approach.

10.3.2 Discussion. Discussion shall give a detailed discussion for the technical effort or work performed covering procedures, equipment, facilities, data, and results (both expected and unexpected).

10.3.3 Documentation. Documentation should be made making reference to all related submittals (drawings, intermediate reports, laboratory reports, conference reports, and other research sources).

10.3.4 Tests. Identify tests conducted and resultant test results, both QA and QC.

10.3.5 Summary. The main report body shall end with a summary which should be a concise, self-explanatory recapitulation of the report.

10.3.6 Conclusion. The report should contain a logical conclusion based on the Contractor's evaluation of data presented in the report when an evaluation is applicable. The conclusion should be concise and based on supporting arguments presented in the body of the report. Content of the conclusion is optional on less formalized reports and is left to the discretion of the Contractor.

10.3.7 Recommendations. The report should contain recommendations, when applicable. The
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recommendations should be a logical outcome of the conclusions and should provide information necessary for action leading to improvements of a system of the state of the art.

10.4 Optional Content

10.4.1 Attendants. Drawings, sketches, photographs, calculations, references or other attachments may be used to clarify or explain the text and may be included either in the body of the report or in an appendix. Oversize material shall be arranged to fold within the report without protruding and shall be limited on one-way horizontal foldouts.

10.4.2 Illustrations. Separate lists of figures, illustrations, and tables may be given immediately following the table of contents, on the same page if possible. Such lists shall be included when there are ten or more figures, illustrations and tables.

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10.4.3 Abbreviations and Symbols. Lists of abbreviations and symbols with definitions, and definitions of terms, may also be given following the table of contents, or on the same page or its reverse. The lists should be included when applicable for intelligibility and usefulness to the educated, but not specialized, reader of scientific reports.

10.4.4 References. A list of references is recommended if more than five titles are cited in the text, and shall follow the last page of the text in the report. Head the page "References," list the items in order of initial test reference, and number the items with Arabic numerals. The information of each item will include, in this sequence, as applicable: personal author, title, document number, the Defense Documentation Center AD number, (when known), publisher, data, and classification.

10.4.5 Bibliography. A bibliography (supplemental or associated reading) may be included, if appropriate. Head the list "Bibliography." It may appear on the same page with references, space permitting. The items will include the same information required for references, but arranged alphabetically by author and not numbered.

10.4.6 Index. An alphabetical index may be included, if necessary. Normally, it will be included only in a voluminous report that will clearly be used frequently for reference. If used, the index should not be a repetition of section of paragraphs titles, but should list every important subject breakdown which users are most likely to seek.

10.4.7 Appendix. An appendix may be used on material related to or additional to the report, such as material not essential to understanding the text, but which provides vital details to the critical reader; additional detailed description; or explanatory matter; extensive test data; complex mathematical derivations; and reproduction of additional tables, illustrations, charts or graphs referenced frequently throughout the report; lists of materials when the contract requires that such a list will be included in the report; and similar material. Special forms that are required by a specification may be included in the appendix. Appendices shall also be used to incorporate reports submitted by other activities that perform some of the technical effort. Each appendix shall be preceded by a title page indicating content (including number of pages) and applicable references to the body of the report.

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1. TITLE As-Built/In Progress Drawings			2. IDENTIFICATION NUMBER FRP0020	
3. DESCRIPTION/PURPOSE To provide as-built drawings reflecting the on-going status of the project as well as the final remediation configuration of the system/facilities/equipment.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides for as-built drawings resulting from the effects of this contract.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS As-built drawings shall be prepared in accordance with this DID and Section 01700 - Contract Closeout, unless otherwise indicated or modified in the task order. 10.1 The Contractor shall maintain a set of red-lined, scaled, marked-up drawings (latest revision status) throughout the contract that fully document the status of the work. These drawings shall be maintained through the systemization phase and shall be available for review by the Government upon request. These drawings may take forms ranging from simple schematics to detailed installation drawings. The form of the as-builts will be determined by the complexity of the project as ascertained by the Contracting Officer. Final submittal of certified asbults may range from simple marked-up schematic submitted in duplicated to a submittal made in a digital format compatible to the installation (as determined by the authorized installation representative) as well as one set of onylar reproducible and one set of the blue lines.				
11. DISTRIBUTION STATEMENT				

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Public reporting burden for this collection of information is estimated to average 110 hours per response. Including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0183), Washington, D.C. 20503.				
1. TITLE As-Built/Final Drawings			2. IDENTIFICATION NUMBER FRP0021	
3. DESCRIPTION/PURPOSE To provide as-built drawings reflecting the final remediation configuration of the system/facilities/equipment.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) provides for as-built drawings resulting from the effects of this contract (DA Form 1354).				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER	
10. PREPARATION INSTRUCTIONS As-built drawings shall be prepared in accordance with this DID and Section 01010, unless otherwise indicated or modified in the task order. Final submittal of certified asbuilts drawings will include one red-lined copy of Government approved construction blue line prints, as well as one set of mylar reproducible, and two (2) sets of the blue lines. * * As-builts in digital format may be required by the Contracting Officer.				
11. DISTRIBUTION STATEMENT				

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1. TITLE Survey Log Books and Survey Drawings		2. IDENTIFICATION NUMBER FRP0022	
3. DESCRIPTION/PURPOSE To provide survey log books and survey drawings			
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP This Data Item Description (DID) describes the procedures for providing survey log books and survey drawings.			
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS Contractor shall provide original surveying log books and "E" size mylar drawings of the required survey work. In addition, the Contractor shall provide the required survey drawings in Intergraph software on 3 1/2" floppy diskette.			
11. DISTRIBUTION STATEMENT			

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SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) FAR 52.212-3

(a) Time of Delivery

(1) The Contractor shall be required to (1) commence work under this contract within five (5) calendar days after the date the Contractor receives the delivery order, unless otherwise noted, (2) prosecute the work diligently, and (3) complete the entire work ready for use not later than stated on the delivery order. The time stated for completion shall include final cleanup of the premises.

(2) When the needs of the Government permit, orders may provide a longer time for commencement of performance.

(3) Completion dates will be negotiated on individual delivery orders.

(4) Liquidated damages, if any, will be stated in each individual delivery order.

(b) Duration of Contract

(1) This contract shall become effective upon date of award, and the ordering period shall continue in effect during the twelve (12) months after effective date of the contract unless terminated in accordance with other provisions herein, or at the point where the stated maximum contract is reached. Should the maximum contract amount be reached prior to the completion of the initial contract period, the Government reserves the right to exercise the option year at that time.

(2) The conditions of paragraph (1) are also applicable to OPTIONS, if and when exercised.

(c) Place of Performance

The Contractor shall be required to provide services to be furnished hereunder at any location within **FORK POLK ACOE (SWD)** area.

2 52.9010-4000 TM WORK BY THE GOVERNMENT (52.9010-4000 TM)

The Government reserves the right to undertake performance by Government forces or other Contractors, the same type or similar work as contracted for herein, as the Government deems necessary or desirable. Such action on the behalf of the Government will not breach or otherwise violate this contract.

3 52.9005-4000 TM ORDERING OFFICER (52.9005-4000 TM)

There will be no Ordering Officer assigned to this contract.

4 52.9005-4001 TM CONTRACTING OFFICER REPRESENTATIVE (COR)
(52.9005-4001 TM)

The Contracting Officer Representative will be designated by letter after contract award.

5 52.9005-4002 TM BILLING PROCEDURES (52.9005-4002 TM)

a. The contractor shall submit, at least monthly, billings in accordance with the clause entitled "Allowable Cost and Payment" and "Payments Under Time-and-Materials and Labor-Hours Contracts". All documents submitted for payment shall reference that accounting and appropriation data set forth in the individual task order.

b. Billings for fixed price orders shall be submitted pursuant to the "Payments" clause.

6 52.9004-4000 TM CONTRACT ADMINISTRATION OFFICE (52.9004-4000 TM)

The Contract Administration Office for this contract is located at the following address:

Eastern Area Office
ATTN: Area Engineer
280 Miller Road
Bossier City, Louisiana 71112-5496

Copy furnished:

Resident Engineer, C. Breck Graves III
Fort Polk Resident Office
ATTN: CESWF-RO-FP
PO Drawer 3919
Fort Polk, Louisiana 71459-0919

7 52.9005-4003 TM TECHNICAL LIAISON AND SURVEILLANCE (52.9005-4003 TM)

a. Performance by the contractor of the technical aspects of this contract as described in the Scope of Work is under the cognizance of the U.S. Army Corps of Engineers, Fort Worth District. All matters relating solely to the technical aspects of the contractor's performance may be communicated directly to the technical point of contact named in paragraph c below. This clause is governed by the following:

b. No changes in the scope of work within the task order or within the scope of this contract, which would effect a change in any term or clause of this contract, shall be made, except by a modification executed by the Contracting Officer. The contractor is responsible to insure that all contractor personnel are knowledgeable and cognizant of this contract clause. Changes to contract efforts accepted and performed by contractor personnel outside of the contract, without authorization of the Contracting Officer, shall be the responsibility of the contractor.

c. The technical point of contact will be identified in each individual task order.

8 52.9005-4004 TM UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL (52.9005-4004 TM)

a. The contractor will not accept any instructions issued by any person employed by U.S. Government or otherwise, other than the Contracting Officer, or the Ordering Officer, or the Contracting Officer's Representatives (the Administrative Contracting Officer (ACO) and the Contracting Officer's Representative (COR)) acting within the limits of their authority. The Ordering Officer, ACO and COR, and the scope of their authority, will be designated in writing and identified to the contractor.

b. Only information contained in an authorized amendment or modification to the contract, or a task order duly issued by the Contracting Officer, may be considered by the contractor as grounds for deviation from any stipulation of this contract, any modification, referenced drawings, and/or specifications. No information received from

any person employed by the Government, other than the Contracting Officer, shall be considered as grounds for deviations from the specified stipulations.

9 52.236-4501 TM CLASSIFICATION OF WORK PERFORMED BY CONTRACTOR
(52.0236-4501 TM)

Unless he has submitted such description with his offer, the successful offeror must furnish the Contracting Officer's Representative, within 20 days after award, a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing).

10 52.9028-4000 TM SAFETY AND HEALTH (52.9028-4000 TM)

- a. This section is applicable to all work covered by this contract.
- b. The publications listed in Section 00900 are applicable to and form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
- c. Definition of Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910, and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBs), explosives, radioactive material, lead, and lead based paint, but may include others.
- d. Asbestos
 - (1) Asbestos containing material (ACM) demolition may be required under this contract.
 - (2) THE CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.
 - (3) The Contractor is advised that friable and/or nonfriable asbestos-containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Nonfriable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.
 - (4) Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1001 and 29 CFR 1926.1101 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos-containing materials. The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.
 - (5) Use of friable asbestos-containing materials are not permitted by current criteria and shall not be used in new construction or modification projects (ETL 1110-1-118, 27 May 1983). Plans and specifications for all new construction and modification projects will be reviewed to insure that the use of friable asbestos-containing materials is not specified.
 - (6) Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or nonfriable asbestos-containing material will be identified. All precautions, to include proper work practices, medical surveillance,

respiratory protection, industrial hygiene, and environmental protection requirements of OSHA, EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

e. Lead-Base Paint: The contractor shall report any findings of suspected lead or lead-based paint to the Contracting Officer's Representative. Lead-based paint removal and disposal may be required under this contract.

(End of Provision)

11 52.9023-4000 TM NOISE CONTROL (52.9023-4000 TM)

The Contractor shall comply with all applicable federal, state, local, and Fort Polk Army Base laws, ordinances, and regulations relative to noise control.

12 52.9017-4000 TM SECURITY REQUIREMENTS (52.9017-4000 TM)

a. Fort Polk Army Base security instructions are outlined in a brochure (with appendixes) entitled _(CONTACT RESIDENT OFFICE)_, prepared by the Military Police. This brochure with its appendixes, may be obtained by written request. This brochure and its appendixes provide a good explanation of Ft Polk Army Base security requirements. These security requirements are incorporation into this contract.

b. Fort Polk security may be viewed as being one of three broad levels, the level in effect being dependent on the location or area of Ft Polk in question.

1. The lowest level of security exists in general access areas. These areas are all of Ft Polk outside of the "US ARMY Controlled" and "US ARMY Restricted" areas.

2. US ARMY controlled access areas are the mid-level security areas. Presence within the controlled access area is by authorization; however, the movement of authorized personnel in and out of these areas is generally not impeded. Contractor personnel are given access to these areas. The brochure and its appendix A defines security requirements in US Army controlled access areas.

3. The third and highest level of security on Ft Polk is that within the Army Restricted areas. These areas are further subdivided to be known as Priority A, Priority B, or Priority C areas. The brochure and its appendix B defines security requirements in the US ARMY restricted areas.

c. Requests for changes to the work schedule for work in US ARMY restricted areas, must be submitted a minimum of 7 calendar days in advance for approval and coordination of Ft Polk Military Police.

d. All personnel entering must have specific permission of the installation commander for entry. This permission is granted when a Contractor employee is issued an identification card. Information necessary to obtain identification cards will be provided by the Contracting Officer at the pre-construction conference. The Contractor shall be responsive to ensure that all of its employees obtain and keep on their person at all times while working on the base, a USAF identification card. Upon completion of the work or termination of an employee, the Contractor shall be responsible for turn in of identification cards no longer needed to the Contracting Officer or to the Pass and Registration Office of the Military Police.

1. The Contractor shall supply a list of employees in three (3) copies. All three (3) copies of the completed list must be reviewed and approved by the Contracting Officer. After review and approval, those listed personnel being authorized entry to Ft Polk Army Base shall proceed to (CONTACT RESIDENT OFFICE) for issuance of their Contractor Employee

Identification card. The Contractor or his designated representative must sign each sign copy of the list.

2. Names must be listed alphabetically on each form. The following information must be listed for each individual, directly opposite his name: Date of Birth, Weight, Height, Color of Hair, Color of Eyes, Social Security Number, Current Address, Drivers License Number (if none, so state), Employer's Company Name, Employer's Company Address and Telephone Number, start and termination date of contract, and sponsor's name, organization, and telephone number.

3. Changes to the list must be submitted as they occur. Additions must meet the same requirements as the original list. The deletions, only the name of the individual and a reference to the date and contract number of the original list is needed. Contractors must ensure that the pass for any individual deleted from the list is returned to the Pass and Registration Section. If the pass cannot be returned; a letter, signed by the Contractor, shall be submitted stating the pass could not be retrieved including an explanation why. The list shall be updated quarterly omitting all previously deleted names.

4. This list is subject to the privacy act of 1974, Authority: 10 U.S.C. 8012 and 5 U.S.C. 552a(b)(7).

e. Principle purposes: To provide the Military Police Squadron, and other authorized agencies, with a listing of personnel authorized access to Ft Polk, as Contractors, Contractor Employees or Subcontractors.

f. Routine Users: To verify the identity of personnel entering Ft Polk Army Base as Contractors.

DISCLOSURE IS MANDATORY: FAILURE TO PROVIDE THE INFORMATION AND SOCIAL SECURITY NUMBER (SSN) COULD RESULT IN DENIED ACCESS TO THE INSTALLATION.

13 52.9017-4001 TM RECORD DRAWINGS (52.9017-4001 TM)

a. During the execution of each task order, the contractor shall maintain a detailed record (vector graphics) at the job site of all changes and corrections from layouts shown on the provided drawings or, as appropriate, produce drawings of all work completed. This action is required to update record drawings, to complete a DD Form 1354 (Transfer and Acceptance of Military Real Property), and to complete DA Form 1877, Real Property Record Card.

b. The contractor shall be responsible for providing all contract drawings in the format specified by the Government utilizing Auto CAD version 12. These applications and set ups will be provided or obtained in accordance with paragraph entitled "ADP Requirements." All contract and record drawing changes and corrections shall be promptly entered into the graphic files (CADD). Each sheet of the corrected set shall be stamped with the marking "RECORD DRAWINGS AS BUILT." The contractor shall also submit the complete DD Forms 1354 and DA Form 2877 to the COR with the record drawings.

c. Prior to final payment for each task order, the contractor shall provide a record drawing, in electronic format on a floppy disk or on a CD-ROM (as designated by the Contracting Officer), or in the manner prescribed by the Government (such as transmitted on a network). Final as-built drawings shall indicate, in addition to all changes and corrections, the actual location of all subsurface utility lines which were affected or encountered during the work on the task order. The as-built drawings shall show, by offset dimensions to two permanently fixed surface fixtures, the end of each run and the location of each change in direction. Valves, splice boxes, material types and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run and type of material shall also be recorded. All information available about installed appurtenances shall be recorded and keyed to the installed location of the drawings.

d. At the time of beneficial occupancy of each structure or facility involved under the contract, the contractor shall submit to the Contracting

Officer, Ordering Officer or his designated representative as-built prints showing the aforementioned data. Within ten (10) work days of the date set for completion of each task order, the contractor shall submit the final as-built and record drawings to the Contracting Officer, Ordering Officer or his designated representative for review and approval. DD Form 1354 and DA Form 2877 shall be provided to the Contracting Officer, Ordering Officer or his designated representative for review and approval at this time.

e. As-built drawings in Auto CADD shall be prepared and submitted with the final record drawings by the contractor before final payment. Submission of all drawings, tracing, prints, records, and as-built drawings will be in electronic format unless otherwise specified by the Contracting Officer or his designated representative.

f. The Contracting Officer will consider that satisfactory progress has not been achieved for specified periods in question where the contractor fails to maintain the required record drawings, DD Form 1354 and DA Form 2877. Ten percent (10%) (or a minimum of \$500.00) of any progress payment to be made will, therefore, be retained by the Government until such drawings and completed forms are current.

14 52.9040-4000 TM FIRE PREVENTION AND PROTECTION (52.9040-4000 TM)

a. The Contractor shall comply with all fire prevention measures as set forth by the National Fire Protection Association; other recognized fire prevention agencies; and installation regulations (which can be obtained from the Ft Polk Fire Department). Each construction site will be inspected with a frequency necessary to insure understanding and compliance on the part of the Contractor with all applicable provisions of the Post Fire Regulation. Combustible trash will not be destroyed by open fire at the construction site but will be removed off base. Approved types of portable fire extinguishers will be furnished and installed at each construction site by the Contractor. Information concerning approved types is available at the Ft Polk Army Base Fire Department (telephone number CONTACT FT POLK RESIDENT OFFICE. The Contractor shall obtain permits for any hot work (welding, etc.) from the Fire Department before commencing work.

b. The Contractor shall be liable for any fire loss to the Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

15 52.9040-4001 TM SITE VISITS (52.9040-4001 TM)

Personnel from the DPW Environmental Management Office and the Ft Polk Army Base Safety Office may visit work sites to monitor compliance with safety and environmental regulations as appropriate.

16 52.9040-4003 TM CONTRACT VALUE (52.9040-4003 TM)

a. The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated by one or more task orders, will not be less than \$40,000 for the base period and \$20,000 for each of the option periods. The estimated maximum dollar value of the contract is \$2,000,000 for the initial contract period and \$2,000,000 for each of the four option periods, and no more than \$2,000,000 may be outstanding at any given time.

b. The anticipated number of task orders per contract period is 100. Estimated number of task orders per dollar range is as follows:

* <\$50,000	= 10
* \$50,000-\$150,000	= 60
* \$150,000-\$250,000	= 20

* \$250,000-\$1,000,000 = 10

c. If the Government's requirements for the services set forth in this RFP do not result in orders in the amount described in paragraphs a and b, above, the event shall not constitute the basis for an equitable price adjustment under this contract.

17 52.9049-4000 TM REQUIRED INSURANCE (52.9049-4000 TM)

Prior to commencement of work, the Contractor shall furnish the original of his insurance Certificate directly to the Contracting Officer, Fort Worth District, Corps of Engineers, ATTN: CESWF-CT-M, Post Office Box 17300, Fort Worth, Texas 76102-0300 and one copy to the Contracting Officer's Representative. The Contractor shall maintain during the period of his performance under this contract the following minimum insurance:

(1) Workmen's Compensation and Employers' Liability Insurance in compliance with the state of Texas statutes, with a minimum employers' liability coverage of \$100,000.

(2) Comprehensive General Liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability insurance is required.

(3) Comprehensive Automobile Liability Insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. (See Section 00700, "INSURANCE--WORK ON A GOVERNMENT INSTALLATION".)

18 52.9049-4001 TM PERMITS AND APPROVALS (52.9049-4001 TM)

a. The contractor shall, at his own expense, obtain all necessary permits, licenses, and approvals as required by Federal, state, local laws, and installation regulations. This includes, but is not limited to, obtaining approvals from the installation fire chief, excavation and utility clearance coordination and digging permits from the Base Civil Engineer (BCE), and environmental permits/clearances from the Ft Polk Environmental Management Office.

b. The Government shall not be responsible in any way for damage occasioned by fire, theft, accident, or otherwise to the contractor's (or employees') personal belongings, stored supplies, materials, equipment, supplies, or materials.

19 52.9049-4002 TM COMMUNICATIONS EQUIPMENT (52.9049-4002 TM)

a. The contractor shall provide adequate communications equipment for the performance of this contract. The communications equipment (cellular telephones and/or hand-held radios units) may be installed after the Government has approved the equipment in writing. Additional communications equipment frequencies, antenna, locations, equipment locations in or on real property facilities must be approved prior to installation or operation.

b. Base communications equipment required for the execution of project management responsibilities may be installed on Ft Polk after written approval from the Contracting Officer and after concurrence by and frequency assignment has been made by the Directorate of Information Management (DOIM) and the Base Civil Engineer (BCE). The contractor should be aware that this is a long and involved process. The contractor may use local community base systems without such approvals; however, equipment must comply with federal communications rules and regulations. Two (2) cellular telephone or hand-held radio units shall be made available by the contractor to the Contracting Officer for use in communicating with the

contractor. Communications equipment shall come complete with batteries, chargers, belt carrying devices, and all other appurtenances required to make them a complete and useable system.

c. The contractor shall be responsible for the maintenance, repair, and replacement of the two (2) radio or telephone units used by the Government. This shall include any local phone bills. Inoperative radios or telephones shall be repaired or replaced within two (2) working days of notification.

20 52.9035-4000 TM ADP SUPPORT REQUIREMENTS (52.9035-4000 TM)

a. The Contractor is responsible for obtaining, maintaining, and operating an operational computer system which is compatible with the Government computer systems.

b. The contractor is responsible, at his own expense, for obtaining his own automation system consisting of at least two (2) IBM compatible computers. Ownership of this system will remain with the contractor. Each computer will be fully capable of running MICROSOFT Windows NT (Ver 3.5 or later) operating system and that operating system will be installed and fully operational upon issuance of notice to proceed for the initial task order issued under this contract.

c. In addition to other software systems as specified by the Contracting Officer, the contractor's systems must be fully capable of running the following software applications and upgrades, as they are implemented by the Government, to provide inter-connectivity with Government systems.

MICROSOFT PRODUCTS
WORD 6.0
ACCESS 2.0
POWERPOINT 4.0
EXCEL 5.0

INTERGRAPH/BENTLEY PRODUCTS
Auto CADD 12
Work Perfect 6.1
Quattro Pro 6.0

d. Printed communications which can be digitized will primarily be transferred between the Contracting Officer's Authorized Representative (COR) and Base Civil Engineer (BCE) technical inspection staff. Digitized as-built drawings and backup information can be transferred via 8mm tape cassettes or floppy disks (either 5 1/4" double density, 3 1/2" high density, or CD-ROM).

f. The contractor shall provide its own printer capability for both letter quality text and graphics with at least 600 dpi resolution or better. Capabilities must support all required reports, forms, and diagrams specified in the contract or as specified by the Contracting Officer or his representative.

21 52.216-4001 TM PRECONSTRUCTION CONFERENCE (JAN 1990) (52.0216-4001 TM)

a. Approximately one (1) week after award the construction contract and prior to the start of any construction work, an Authorized Representative of the Contracting Officer will schedule and conduct a PRECONSTRUCTION conference. The Contractor's Project Manager, Superintendent, and his Quality Control Manager will attend this meeting. The Contractor is encouraged to have an officer of his company and representation from his subcontractors at this conference. This conference will be held at the location specified by the Contracting Officer's authorized Representative.

b. The Purpose of the PRECONSTRUCTION conference is to enable the Contracting Officer's Authorized Representatives to outline the procedures that will be followed by the Government in its administration of the construction contract and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the security requirements, regulations, etc. The Contracting Officer's Authorized Representative may invite service engineering and security personnel and any other service engineering and security personnel

and any other Government personnel to attend this conference.

c. The following is a list of items for discussion during this conference. This is not considered to be a complete listing.

1. Authority of the Authorized Representative of Contracting Officer and Organization of Project Office.

2. Contractor's Safety Program.

3. Contractor's Quality Control Plan.

4. Contractor's Environment Protection Plan.

NOTE: The Contractor will submit the plans for items (2), (3), and (4) prior to the PRECONSTRUCTION conference.

5. Correspondence Procedures.

6. Contractor's Labor Standards Provisions.

7. Contractor's Plan of Operations.

8. Contract Modifications and Administrative Procedures.

9. Contractor's Job Layout and Storage Area.

10. Payment Estimate Data and procedures.

11. Contractor Utilities.

12. Security Requirements, and Other Regulations, if applicable.

13. Government Furnished Material, if applicable.

14. Disposition of Salvage Property.

15. Contractor's Insurance Requirements.

16. Value Engineering Program.

d. NOTE: If the Contractor has submitted his Accident Prevention (Safety) Plan, Quality Control Plan, and Environmental Protection Plan for review prior to this meeting, these may be approved into or approved with comments at the conference. Construction work will not proceed until after this meeting has been held and these three (3) plans noted above as items (2), (3), and (4) have been approved and a valid work order has been received by the Contractor.

22 52.9029-4000 TM SAFETY ASSURANCE (52.9029-4000 TM)

a. Preconstruction Safety Meeting: Representatives of the Contractor shall meet with the Ordering Officer and his representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract.

(1) This meeting may be held in conjunction with the pre-construction conference, if so directed by the Contracting Officer, Ordering Officer or his designated representative. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards.

(2) The Contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall attend this meeting. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract.

b. Compliance with Regulations: All work, including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with Department of Labor, OSHA requirements found in 29 CFR 1910 and 29 CFR 1926, project identified national standards, military manuals, instructions, pamphlets, standards and handbooks, and with USACE Safety Manual EM 385-1-1. All work shall comply with latest revisions of Federal, State and local regulations in force at time of contract award.

c. Work involving the disturbance or dismantling of asbestos, asbestos-containing materials or lead based paint; the demolition of structures containing asbestos or lead based paint; and/or the disposal and removal of asbestos or lead based paint, shall be reported to the Contracting Officer.

d. Contractor Responsibility:

(1) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall not hold the Government liable for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

(2) The Contractor shall furnish to the Contracting Officer's Representative a complete accident prevention plan, including a hazard analysis of all operations to be performed by construction trade. The hazard analysis shall be updated/submitted to the Contracting Officer's Representative on an ongoing basis as required prior to start of new work. The accident prevention plan/hazard analysis documentation shall be forwarded to the Contracting Officer's Representative, Installation Occupational Safety and Health Office for approval prior to start of contractual operations.

(3) All temporary construction electrical systems shall be equipped with ground fault circuit interrupter (GFCI) protection.

(4) Contractor shall have a hearing conservation program in force when the noise level is 85dBA or greater for Contractor/Government personnel.

(5) Contractor shall have a hazardous communication (HAZCOM) program in force and have his personnel trained in the HAZCOM program. Contractor shall maintain up-to-date material safety data sheet (MSDS) files on site in addition to having on site a written copy of the firm's HAZCOM program.

(6) The contractor shall report any accidents and injuries occurring on Fort Polk Army Base to the Contracting Officer within 24 hours. Emergencies, deaths, and major accidents shall be reported to 911 and to the Contracting Officer immediately.

e. Inspections, Tests, and Reports: The required inspections, tests, and reports made by the Contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required by a task order, shall be furnished in accordance with the terms of the task order.

f. Materials and Equipment: Special facilities, devices, equipment, clothing, and similar items (such as hard hats, breathing apparatus, traffic barriers, etc.) used by the Contractor in the execution of work shall comply with the applicable regulations. Materials and equipment will be provided at no additional cost to the Government.

g. All companies who conduct business within the state of Texas must, in accordance with Texas Workman Compensation laws (Texas House Bill 62), have an approved company safety policy and an Accident Prevention Plan. The plan, approved by the Texas Workman Compensation Commission (TWCC), shall be submitted For Information Only (FIO) in accordance with Section 01300, SUBMITTAL PROCEDURES. In addition to meeting the TWCC requirements; the plan must also include the requirements of USACE Safety Manual EM 385-1-1.

h. All holes/pits/trenches/manway openings, etc., that are to be left open shall be surrounded with a 48 inch high mesh fence with highly visible orange plastic coating. The fence shall be so anchored as to prevent sagging and located a minimum of 3 feet from the opening so as to prevent an individual, should fall across the fencing, from falling into the opening. Holes shall also be covered, when not being worked in, with three quarter inch plywood or a metal grating that will prevent small children from entering the hole.

i. Confined Space Entry, reference AFOSH Standard 91-25 applies to this contract.

j. Radiation Permits and Authorizations: Contractors contemplating the use of devices containing radioactive materials (i.e., soil moisture/density probes) or non-ionizing radiation producing equipment (radio frequency radiation transmitters or lasers) while performing work on this contract must obtain written authorization/permit from the Fort Polk Radiation Safety Officer (RSO). To obtain the required authorization/permit, contact the FT POLK RESIDENT OFFICE AND A 45-day lead time should be anticipated. Without the proper authorization, contractors will not be allowed to bring these devices on base.

23 52.9055-4000 TM WORK HOURS (52.9055-4000 TM)

a. Normal working days (except national legal holidays) will be Monday through Friday, 0730-1630 daily, on Fort Polk Army Base. If the contractor desires to work during periods other than above, additional Government inspection forces may be required. The Contractor must make his/her request to the Contracting Officer three days in advance of his/her intention to work during other periods to allow assignment of additional inspection forces. If such force is reasonably available, the Contracting Officer may authorize the Contractor to perform work during other than normal duty hours/days. No overtime work will be authorized without specific approval and clearance by the Contracting Officer. Any overtime work not required by the contract or task orders will be accomplished by the contractor at no additional cost to the Government.

b. The Contractor employees will not normally be expected to work during Federal holidays. The Government will not pay for services performed on these holidays unless the Contracting Officer's approval has been received in advance of the holiday. The Contractor shall observe the same holidays observed by the Government.

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day
other holidays as designated by Executive Order or Public Law

24 52.9012-4000 TM GOVERNMENT-FURNISHED SITE (52.9012-4000 TM)

a. The Contractor will be provided the use of a parcel of land on Ft Polk Army Base as designed by the Contracting Officer, Ordering Officer or his designated representative.

b. The Contractor shall be required to provide trailers and storage rooms to house staff personnel and equipment used in performance of this contract, and to connect to existing utility lines.

25 52.236-4014 TM AVAILABILITY AND USE OF UTILITY SERVICES
(APR 1984)(52.0236-4014 TM)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

26 52.9034-4000 TM GOVERNMENT-FURNISHED UTILITIES (52.9034-4000 TM)

a. The Government will furnish to the Contractor from existing Government facilities and without cost to the Contractor, water and electrical power supply as set forth below. It is the responsibility of the Contractor to be "energy conscious" in the use of these

Government-Furnished Utilities.

b. Water:

(1) The Government shall furnish from existing Government facilities and without costs to the Contractor, an adequate supply of water necessary for performance under this contract. The Government will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of the Contractor to determine the extent to which existing Government water supply source is adequate for the needs of this contract.

(2) All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the Contracting Officer, Ordering Officer/Contracting Officer's Representative. Said taps, connections, and accessory equipment shall be maintained by the Contractor in workmanlike manner in accordance with rules and regulations of the Government installation. Upon completion of the contract the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave the water supply source or facility in its original condition. Such removal shall also be subject to the direction and approval of the Ordering Officer as provided above.

c. Electricity:

(1) The Government shall furnish existing Government facilities and without cost to the Contractor, all electrical power necessary for performance under this contract; provided, the Government will in no case furnish or install any electrical facility or accessory for the purpose of implementing the availability of electrical power for the purpose of this contract. It is the responsibility of the Contractor to determine the extent to which existing Government electrical facilities are adequate for the needs of this contract.

(2) All taps, connections, and accessory equipment required in making the electrical power available will be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the Contracting Officer, Ordering Officer or Contracting Officer's Representative. Said taps, connections, and accessory equipment shall be maintained by the Contractor in workmanlike manner in accordance with rules and regulations of the Government installation. Upon completion of the contract or task order the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave the electrical power or facility in its original condition. Such removal shall also be subject to the direction and approval of the Ordering Officer as provided above.

d. Telephone Services: Telephone service will be the responsibility of the Contractor. (At no cost to the Government.)

e. Interruption of Utilities Service: All temporary outages of any utility services required for the performance of work shall be scheduled with the Contracting Officer's Representative no less than 14 days in advance of such outages; the Contractor may request a waiver from this requirement from the Contracting Officer's Representative when the utility outage will be of a very limited nature (e.g., within a few rooms of a building). If during work performance the Contractor has determined that a utilities-related situation involves the risk to life or substantial risk to property, utilities shall be immediately disrupted to reduce the emergency and alleviate risk. If such a risk exists, or if such a disruption does occur, the Contractor shall notify the Contracting Officer's Representative at the earliest practical time, and in no case later than two hours following the occurrence.

f. Excavation and Utility Clearance: (See Section 00800, AVAILABILITY AND USE OF UTILITY SERVICES)

Water and electrical services may be available from Government-owned and operated systems and furnished without charge to the Contractor when available at each task order site. Where utilities are required for performance but not available at the job site, contractor will be required to furnish utilities at his own expense. The contractor is responsible for making connections and restorations and for making such arrangements with the Contracting Officer or his designated representative. Special utility arrangements shall be included in the contractor's proposal for each task order.

28 52.9016-4000 GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS (52.9016-4000 TM)

a. If Government property is furnished as part of a task order, it will be identified on the individual task orders. The Government property will be received, loaded and transported from the storage site by the contractor. The contractor shall be required to establish a hand receipt with the appropriate Property Book Officer to receive the supplies as directed by the Contracting Officer or Ordering Officer

b. The Contractor assumes the risk and responsibility for the loss or damage to Government furnished property as defined in FAR 52.245-2.

c. The Contractor shall follow the instructions of the Contracting Officer or his designed representative regarding the disposition of all Government furnished property not consumed in performance of a task order.

29 52.9102-4002 TM SALVAGEABLE AND REPAIRABLE MATERIALS (52.9102-4002 TM)

a. Material classified by the Contracting Officer or the Contracting Officer's Representative as salvageable, and equipment designated on the drawings or specifications, shall remain the property of the Government and shall be turned in as directed by the Contracting Officer.

b. Material classified by the Contracting Officer or the Contracting Officer's Representative as repairable shall be thoroughly cleaned and delivered as directed by the Contracting Officer.

c. Material and equipment not identified to be removed and turned in to the Contracting Officer will become the property of the contractor. Materials not classified as salvageable or repairable by the Contracting Officer or the Contracting Officer's Representative shall be removed from the site and disposed of off post at no cost to the Government.

d. Prior to commencing work, a joint inventory will be conducted by the Contractor, the Contracting Officer's Representative, and Government Inspector during which salvageable, repairable material will be identified. The Contractor will be given a copy of this inventory and will be accountable for this property as indicated above. This joint inventory will in no way limit or preclude the Contracting Officer from designating additional items in the above categories during the life of this contract. Identified materials will be delivered as directed by the Contracting Officer either to the Base Civil Engineering (BCE) or through the BCE to the Defense Reutilization and Marketing Office (DRMO). For materials to be delivered to the DRMO the contractor shall obtain a turn in receipt document.

30 52.9026-4000 TM TOILET FACILITIES (52.9026-4000 TM)

Contractor's personnel will be permitted to use toilet facilities where available and or allowed by Facility User on the premises subject to regulation and control of the Contracting Officer or his designated representative. Contractor personnel will ensure facility cleanliness is maintained at all times. On those sites where no toilet facilities are available, the Contractor shall provide portable chemical latrines (registered by TNRCC), at no additional cost to the Government. These facilities shall be maintained in accordance with Fort Polk Army Base

Safety Office.

31 52.9025-4000 TM TRUCKING (52.9025-4000 TM)

The Contractor shall load all trucks in a manner which will relieve the site of loose debris in a manner that will prevent dropping of dust, dirt, and other materials on streets. All vehicles transporting hot-mix mixtures, sand, base course material, surfacing aggregates or dirt for work performance under this contract and traveling in excess of 30 mph on base area streets or main access roads of Ft Polk Army Base shall have the materials covered with a tarpaulin canvas or shall be loaded a minimum of six (6) inches below the top of the sideboards to avoid spillage of materials. The Contractor shall be responsible for cleaning up any materials that fall from trucks and any damage caused by debris falling out/off of trucks.

32 52.9033-4000 TM CONTRACTOR STAFF (52.9033-4000 TM)

a. The contractor shall be accountable to the Government for conduct of contractor employees and representatives. These individuals will be subject to the same rules of conduct on the military installation (and at any installation under its cognizance) which apply to Government civilian employees. The Government reserves the right to refuse access to any contractor employee if the Contracting Officer determines such action to be in the best interest of the Government.

b. The contractor shall designate a responsible project management official of the company to represent him in all matters pertaining to work under this contract. That individual shall be available to the Contracting Officer at all times during regular working hours.

c. The contractor shall employ a competent English-speaking superintendent at Fort Polk at all times when work is being performed. The superintendent shall devote his/her time exclusively to supervision of work in progress under this contract.

d. The contractor shall select well-qualified employees to perform work under each task order, provide a qualified English-speaking supervisor to direct work at each work site, and keep employees informed of all improvements, changes, and methods of operations.

e. When removal of a contractor employee or representative from a facility of the installation becomes necessary due solely to the individual's misconduct or a security violation, the contractor shall take prompt, appropriate action to remove that individual from his staff.

33 52.236-4007 TM IDENTIFICATION OF EMPLOYEES (JAN 1965)(FAR 52.7007) AND (AUG 1984)(EC 715-1-83)(52.0001-4047)

a. The Contractor and all subcontractors shall furnish an identification badge/card to each employee prior to commencement of work on site by any employee, and all employees shall wear a visible identification badge at all times on the job site. As a minimum, the contractor's name and phone number, employee's photograph, title of contract, and employee name/identification shall be displayed on the identification. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee.

b. WORK IN SECURE AREA: In the event that work is required in a secure area, the Contractor shall obtain and submit through the COR to the Fort Hood Physical Security Office fingerprints of all persons employed on the project. Refer to applicable security clauses for additional specific requirements and procedures for obtaining employee identifications.

c. Clothing worn by all contractor employees shall comply with applicable health and safety provisions and shall not include any portion of past or present military uniforms. Official contractor logos and

uniforms are permissible.

34 52.223-4102 TM LANGUAGE (JAN 1990) (52.0223-4102 TM)

For each work group which employs individuals who do not speak English, the contractor will provide a bilingual foreman who is fluent in the English language and in the language of the workers. The Contractor will implement the requirements of EM 385-1-1, paragraph 01.B01, 01.B02, and 01.C.02 through these foremen.

34 52.9078-4000 TM DEVIATION FROM PROPOSED MANAGEMENT PERSONNEL
(52.9078-4000 TM)

The Contractor shall obtain prior written approval from the Contracting Officer prior to making any changes in his proposed management staff set forth in his technical proposal.

35 52.9015-4001 TM DEVIATION FROM PROPOSED LIST OF SUBCONTRACTORS
(52.9015-4001 TM)

a. The Contractor shall update the list of his subcontractors monthly and submit the updated list through the COR to the Ordering Officer by the 10th day of each month. This list should contain all subcontractor deviations (increases/decreases) which vary from the original list of contemplated subcontractors provided in the technical proposal.

b. In addition to the above, the contractor shall submit with proposal for each task order a list of subcontractors who will perform work under each task order.

37 52.9102-4005 TM PROBLEM REPORTING (52.9102-4005 TM)

The Contractor shall promptly report to the Contracting Officer Representative (COR) all construction problems or design deficiencies encountered during construction. Report will include recommended solutions or alternatives. The reporting is to be done on a form provided by the Contractor. This may be called a Corrective Action Request (CAR), Request for Information (or Instruction) (RFI) or whatever title the Contractor desires as long as the form and title is acceptable to the COR.

38 52.9041-4000 TM CONTRACTOR ACCESS (52.9041-4000 TM)

The area wherein work is to be performed under this contract will be occupied by the Government Services throughout the construction period. The Contractor shall have access to that portion of the area within which work is to be performed. The movement of Contractor personnel, his equipment, materials, and tools shall be confined to this area.

39 RESERVED

40 TM CONSTRUCTION SPECIFICATIONS

The Contractor shall use applicable Corps of Engineers (CEGS) and Fort Worth District (FW) guide specifications for developing construction specifications. Specification paragraphs and subparagraphs shall not be rewritten to lessen the quality of the original guide specifications. Additions shall not lessen the quality of materials required by the guide specifications. Delete all inapplicable text material to tailor the specifications to fit the

project. Complete the editing of all options in the guide specifications. Edit choices and options in accordance with the recommendations and guidance of designer notes and Fort Worth District Guide Supplements. The specifications shall clearly identify, where appropriate, the specific products chosen to meet the requirements of the task order (manufacturers' brand names and model numbers or similar product information).

1. Commercially Available Guide Specifications

For items of work not covered by the Corps of Engineers guide specifications, the Contractor may develop specifications utilizing commercially available construction guide specifications such as "SpecText" published by The Construction Specifications Institute and "MasterSpec" published by The American Institute of Architects. Change references to the "Architect/Engineer" and the "Owner" to refer to the "Government" or "Contracting Officer."

2. Format

Produce task order specifications, including cover page and Table of Contents, with a word processor using the Corps of Engineers Specsintact with SGML, Version 2.8.6 or higher, software or Microsoft Word for Windows, Version 6 or higher. The Guide Specifications are furnished in the Specsintact SGML format; they can be converted to MS Word by using the Wordspec Macro. The Fort Worth District Supplements to CEGS are in MS Word 6. Format shall match that used by the CEGS guide specifications.

The Corps of Engineers Specsintact and the Wordspec macro software can be downloaded from the Internet at the following address:

[http://kscd12.ksc.nasa.gov/specsintact/.](http://kscd12.ksc.nasa.gov/specsintact/)

The Corps of Engineers CEGS guide specifications (SI SGML format) and the Lighting Fixture Standard Drawing 40-06-04 Details can be downloaded from the Internet at the following address:

[http://www.hnd.usace.army.mil/techinfo/index.htm.](http://www.hnd.usace.army.mil/techinfo/index.htm)

The guides can only be downloaded in *.zip files. PKZIP software will be required to unzip them into working files.

Specsintact software and the CEGS guide specifications can also be obtained from the current version of the Construction Criteria Base (CCB) CD, issued by the National Institute of Building Sciences (NIBS), telephone number 202/289-7800, fax number 202-289-1092, internet address is:

[http://www.nibs.org.](http://www.nibs.org)

Fort Worth District guide specifications and the Fort Worth District Supplements to the CEGS guide specifications are located on the solicitation CD-ROM disk.

Print hard copies using laser printer and good quality white bond paper (75 g/m (20 pound Copier/Laser/Fax/Inkjet/Offset type), 215 mm by 279 mm (8 1/2 by 11 inch) in size. Review copies shall be the marked-up version with the editing shown as redlining (shaded text) for text insertions and strikeouts for text deletions. The corrected 100 percent specifications with review comments incorporated shall be cleaned up (markings for insertion and deletion removed) and submitted in both hard copy and on magnetic media (DOS compatible 1.44 MB floppy disk or CD-ROM disk). Carbon copies are not acceptable.

3. Submittal Register

See Section 01330 SUBMITTAL PROCEDURES. It can be produced using the Specsintact submittal register program or the Microsoft EXCEL SR4288 file that is on the Solicitation CD-ROM disk. Submit with the review and final submittals.

4. Cover Page

Include the following information:

- a. Project title, location, and task order title
- b. Construction contract number
- c. Task Order number
- d. Construction Contractor's name and address

41 52.9024-4000 TM GOVERNMENT EQUIPMENT ON THE SITE (52.9024-4000 TM)

The Contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss; move and store equipment that is removed in performance of work where directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced equal to its condition prior to starting work. Security for equipment or materials that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

42 52.9022-4000 TM CONSTRUCTION SITE MAINTENANCE (52.9022-4000 TM)

The Contractor shall store all supplies and equipment at the location designated for the Contractor's Management Office or at a location designated by/coordinated with the Contracting Officer's Representative so as to preclude mechanical and climatic damage. The site shall be maintained in a neat and orderly manner IAW Fort Polk Army Base regulations. Vehicles will not be parked on grassy areas.

43 52.9102-4007 TM CONSTRUCTION DRAWINGS (52.9102-4007 TM)

The Contractor will utilize AutoCad to generate all drawings to support his proposal and construction effort. The Government will provide disks of existing Government drawings as applicable. The contractor shall submit all drawings on disk and/or in hard copy, as required in each task order.

44 52.9047-4000 TM SERVICES TO BE PERFORMED (52.9047-4000 TM)

The general requirements for the nature and categories of work to be performed under this contract includes but is not necessarily limited to the following:

Site clearing, building renovation, earthwork, site drainage and utilities, roads and walks, cast in place concrete, brick masonry, block and tile masonry, structural metal, metal joists and decking, rough carpentry, finish carpentry, built in cabinetry and furniture, roofing and siding, sheetmetal work, doors, windows and glazing, window coverings, entrances and store fronts, lath and plaster, drywall, painting and wall coverings, floor tile and carpeting, pipe and fittings, plumbing devices and fixtures, fire extinguishing systems, fire alarm systems and intrusion detection systems and equipment, heating and air conditioning and ventilating equipment and systems, ducts and controls, boxes and wiring devices, starters, breaker panels, switching devices and transformers, lighting, primary and secondary power systems, asbestos abatement, lead-based paint abatement, and environmental revitalization.

45 RESERVED

46 52.9014-4000 TM COMMENCEMENT OF MOBILIZATION/WORK (52.9014-4000 TM)

a. The Contractor shall commence any mobilization and familiarization activities prior to actual work on individual task orders as soon after contract award as practicable. The contractor shall be able to perform site visits, submit cost proposals, and negotiate task orders with the Government ten (10) days after contract award. The Contractor shall be fully operational and capable of immediately starting physical work on any task order within 45 calendar days after contract award.

b. WITHIN 10 CALENDAR DAYS UPON NOTIFICATION OF AWARD THE CONTRACTOR SHALL: Submit Performance and Payment Bonds to the Contracting Officer (See Section 00100, "BONDS").

c. WITHIN 5 WORKING DAYS OF ACCEPTANCE OF BONDS THE CONTRACTOR SHALL:

(1) Meet with the Contracting Officer authorized representative to establish the agenda for the pre-construction conference (See Section 00800, "PRE-CONSTRUCTION CONFERENCE").

(2) Initiate mobilization to the contractor's yard as designated by the Contracting Officer authorized representative.

(3) Initiate utility hookups at the contractor's yard.

d. WITHIN 45 CALENDAR DAYS OF AWARD THE CONTRACTOR SHALL:

(1) Have all critical staff members on site.

(2) Be fully operational and capable of immediately starting physical work on any task orders previously negotiated with the Government and on any required task orders.

47 52.236-17 LAYOUT OF WORK (APR 1984)
 (Reference 36.517)

48 52.212-4405 TM LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)
 (52.0212-4405 TM)

(a) If the Contractor fails to complete the work within the time specified in the task order, or any extension thereof, the Contractor shall pay to the Government as liquidated damages, the minimum amount of \$286.00 for each day of contractor delay. Additional liquidated damages may be assessed as negotiated in each individual task order.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of Clause)

49 52.9030-4000 TM HAZARDOUS MATERIALS (52.9030-4000 TM)

The Contractor shall provide the Base Civil Engineering (BCE) Environmental Office a list of all hazardous materials, storage, and disposal methods for the wastes generated to the Environmental Office for review and approval prior to use of the materials. The Contractor shall submit spill prevention and contingency plans to the Environmental Office for review and approval prior to start of work. Any costs associated with spill clean up shall be borne by the Contractor.

50 52.231-4001 TM EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

(a) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region VI. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the Schedule in effect at the time the work was performed shall apply.

(b) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36, substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

(c) When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

(d) This does not apply to terminations. See FAR Part 49 and EFARS 49.113(100).

51 52.9021-4000 TM ENVIRONMENTAL PROTECTION (52.9021-4000 TM)

a. The contractor shall be responsible for the proper removal, handling, and disposal of all solid, liquid, and gaseous contaminants including lead and freon in accordance with all Federal, state and local regulations and codes in addition to the provisions specified herein.

(1) Freon in existing refrigeration equipment shall be removed by licensed personnel into cylinders and drums approved for recovery in accordance with ARI-88 and Mil Spec BBF-142B. Freon shall not be discharged into the environment. All recovered freon shall be turned in to the Dyess Air Force Base, Base Civil Engineering (BCE).

(2) Discharge gaseous contaminants so that they will be sufficiently diluted with fresh air to reduce the toxicity to an acceptable level.

(3) Liquid contaminants may, subject to local utility standards, be diluted with water to a level of quality acceptable in the local sewer system, or shall be disposed of in approved vessel at approved sites.

b. All contaminants, scrap and debris resulting from operations under this contract, shall be removed at the end of each working day and hauled off base to BFI Landfill, Abilene, Texas. The Government will not provide a disposal site for contaminants or toxic waste.

c. Burning of Materials and Debris. No materials or debris will be burned on Government property.

d. Covered Chutes. All chutes for contaminants, refuse, etc., shall be covered or designed so as to fully confine the material to prevent the

dissemination of dust.

e. The Contractor shall coordinate all activities which may require environmental documentation or state environmental permits with the Fort Polk Army Base Environmental Management (ENO) prior to start of work.

f. See Section 01123, SPECIAL PROJECT PROCEDURES FOR FORT POLK ARMY BASE, and Section 01510, ENVIRONMENTAL PROTECTION.

52 52.9045-4003 TM DELIVERABLES (52.9045-4003 TM)

a. Except as specified or directed otherwise, the contractor shall provide all deliverables, task order work, reports, plans, forms, schedules, etc., to the Contracting Officer promptly within the specified schedules. All plans, schedules, etc., must be reviewed and approved in writing by the Contracting Officer except as specified otherwise herein and as otherwise re-delegated by the Contracting Officer.

b. Existing as-built drawings required for each task order shall be provided (if available) to the contractor in hard copy and/or in format compatible with the automated system in service at the U.S. Army Corps of Engineers EASTERN ARE OFFICE, AREA ENGINEER (ATTN: CESWF-AO-E), 280 MILLER ROAD, BOSSIER CITY, LA 71112-2505, copy furnished Resident Engineer, C. Breck Graves, Fort Polk Resident Office (ATTN: CESWF-RO-FP), PO Drawer 3919, Fort Polk LA 71459-0919.

Upon completion of each task order, the contractor shall return updated as-builts to the Government in the same format before final payment is made by the Government. Drawings will be provided both in hard copy and on a floppy disk.

c. The contractor shall submit for the Government approval a proposal format similar to the CSI format, with other submittals, using automated and hard copy methods. This format will be reviewed by the Government and must be approved by the Contracting Officer prior to its use on a proposal. Proposals for individual task orders shall include all information necessary to completely describe the project.

53 52.9052-4000 CERTIFICATES OF COMPLIANCE (SUBMITTALS) (52.9052-4000 TM)

Any certificates required for demonstrating proof of compliance of materials with specifications requirements shall be executed in six copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the contractor, the project name and location, and the quantity and state or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the contractor from furnishing satisfactory material, if the material is found not to meet the specific requirement.

54 52.9019-4000 TM SCHEDULING WORK (52.9019-4000 TM)

a. Before commencement of work under a task order, the Contractor shall confer with the Contracting Officer and agree on a sequence of procedure; means of access to premises and building; space for storage of materials, fixtures and equipment (excluding computes); delivery of materials and use of approach; use of corridors, stairways, elevators; means of communications; location of partitions, eating spaces, and restrooms for Contractor's employees, etc. A preconstruction conference may be scheduled at the discretion of the Contracting Officer or his designated representative.

b. Most work will be performed in occupied areas. Furniture and portable office equipment in the immediate area will be moved by the Contractor and replaced to its original position. If the work required by the task order will not allow for replacing furniture and portable office equipment in its original location, the contractor will replace those items in new locations as assigned by the Contracting Officer or his designated representative. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel.

c. When detours or street closures are required either during regular duty hours or non-duty hours, the contractor shall notify the Contracting Officer or his designated representative, in writing, at least ten (10) work days in advance of the occurrence, describing the circumstances and requesting approval. The contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each task order at no additional cost to the Government. The final street repair shall be completed within 14 days after the start of any street demolition for utility crossings or other purposes. Any part of the street returned to services prior to final repair shall be maintained smooth with hot-mix cold-lay surface course. Proposed traffic control methods shall comply with the Uniform Traffic Control Device Manual and shall be submitted to the Contracting Officer or his designated representative for final approval.

d. At the end of each working day, the contractor shall notify the Contracting Officer or his representative of the locations of work to be accomplished the following work day via daily inspection logs.

e. Work which requires tapping into existing electrical, sewer, water, storm sewer, air lines, controls, alarms, telephone wires, etc., shall be performed in a manner which causes minimum interference with Dyess Air Force Base operations.

(1) Where possible, and as directed by the Contracting Officer or his designated representative, interruptions to utility services in other than family housing areas, shall occur during a weekend or during other than regular working hours and shall be coordinated with the Contracting Officer or his designated representative.

(2) When interruption of utility services is required, either during regular duty hours or non-duty hours, the contractor shall notify the Contracting Officer or his designated representative, in writing, at least fourteen (14) calendar days in advance of the occurrence, describing the circumstances and requesting approval. The contractor shall be required to shut off and restore service unless otherwise directed by the Contracting Officer.

55 52.9102-4004 TM CONSTRUCTION SCHEDULES (52.9102-4004 TM)

a. For each task order the Contractor will be required to prepare and submit to the Contracting Officer a practicable schedule as outlined in Section 00700, "SCHEDULES FOR CONSTRUCTION CONTRACTS", Section 01320, "PROJECT SCHEDULES (NETWORK ANALYSIS SYSTEM)" and Section 01321, "PROGRESS SCHEDULE (BAR CHART)." Schedules will be in bar chart format as described in Section 01320, unless otherwise specified in the task order. Cost for preparing bar charts are considered part of the Contractor's labor rates and will not be separately priced.

b. Critical Path Method (CPM) format schedules, when required will be provided as described in Section 01320. Costs for preparing and updating CPM will be included in the task order.

c. The Contractor shall utilize a computer software program to generate his construction schedule. Software program shall include all requirements for "Schedule for Construction Contracts" FAR 52.236-15. Suggested software is Microsoft Project, but the Contractor may submit an alternate software for approval. Schedule will be submitted both on disk and in hard copy.

a. Performance time will be negotiated for each task order considering that all task orders issued will be accomplished and performed concurrently. The contractor shall provide a bar chart schedule, unless otherwise specified, with each proposal which will be revised and resubmitted based upon the negotiated completion date. The bar chart shall be updated weekly for each task order after the Contractor receives the notice to proceed for that task order. Some task orders may require phase completion times. Completion times for individual phases of such task orders will be determined by mutual agreement during project proposal negotiations.

b. The following requirements pertain to timely completion of task orders. The performance period for any task order shall begin as indicated upon the task order. A task order is considered complete upon final acceptance of work completed under that order to include delivery of acceptables, required as-builts, drawings, DD Form 1354, DA Form 2877, O&M training and manuals, and warranty information.

c. The contractor shall plan, perform, and manage all work so as to comply with specified completion dates without resort to other task orders and without resort to other actions which result to additional cost to the Government. The following categories shall be used as a basis for estimating completion dates:

- (1) Proper crew sizes and equipment.
- (2) Use of subcontractors.
- (3) Required phasing.
- (4) Concrete curing.
- (5) Government delay of access to work site.
- (6) Testing and evaluation of work site conditions which require extra days.
- (7) Documented unavailability of materials or equipment.
- (8) Full compliance with any applicable law, regulation, or safety requirement which delays time beyond the number of days allowed by other elements.
- (9) Extensive coordination required for use of utilities and digging permits.
- (10) Factors beyond the contractor's control delay work.
- (11) Negotiate a completion time which would appear sooner than normal based on priority and criticality work completion.

The contractor shall notify the Contracting Officer upon completion of each individual task order. The contractor shall give a minimum advance notice of two (2) working days of the date the work will be fully completed and ready for final inspection.

a. Upon completion of all work, or any increment thereof established by a completion time stated elsewhere in the specifications, the contractor's QC system manager shall conduct a completion inspection of work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list shall be included in the contractor's QC documentation, as required by below and shall include the estimated date by which the deficiencies will be corrected.

b. The contractor's QC system manager or his staff shall conduct a second completion inspection with the COR to ascertain that all deficiencies have been corrected. The completion, inspection, and correction of any deficiencies required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments

by separate completion dates. The completion inspection and second inspection shall be performed before projects are turned over through the Eastern Area Office, with a copy furnished Ft Polk Resident Office to the DPW as being complete.

c. Documentation:

(1) Records: The contractor shall maintain current records of quality control operations, activities, and test performed including the work of suppliers and subcontractors. These records shall be entered on the Daily Construction Quality Control Report form and include a description of trades working on the project, numbers of personnel working, weather conditions encountered, any delays encountered, and acknowledgement of deficiencies noted along with the corrective actions taken on current and previous deficiencies. The contractor shall provide the form as a carbon-less three-part, three-color form. Forward the original (white copy) and the yellow copy (first copy) to the Contracting Officer's Authorized Representative (COR). The contractor will retain the pink copy (second copy) in the contractor files. These records shall also include factual evidence that require activities or test have been performed. This shall consist of, but not limited to, the following:

- (a) Type and number of control activities and test involved.
- (b) Results of control activities or test.
- (c) Nature of defects, cause for rejections, etc.
- (d) Proposed remedial action.
- (e) Corrective actions taken.

(2) Contents: Quality control records shall cover both conforming and defective or deficient features and shall include a statement that supplies and material incorporated in the work have been inspected and comply with the contract. Two legible copies of these records shall be furnished to the Contracting Officer daily.

d. Notification of Compliance: The Contracting Officer will notify the contractor if any noncompliance with the foregoing requirements. The contractor shall, after receipt of such notice, take immediate corrective action. Any such notification delivered to the contractor or the contractor's representative at the work site shall be deemed sufficient for the purpose of official notification. If the contractor fails or refuses to comply with the request action promptly, the Contracting Officer may issue an order to stop all or part of the work until satisfactory corrective action has been taken. No portion of work time lost as a result of any stop work order shall be made the subject of a claim for extension of time or excess costs or damages by the contractor.

59 52.9102-4011 TM CONTRACT PROGRESS REPORTS (52.9102-4011 TM)

a. The contractor shall submit a weekly progress report to the Contracting Officer or his designated representative for each task order issued but not completed.

b. The report will use ENG Form 2454 unless an alternative progress report format is proposed by the contractor for approval by the Government. Any changes or additions requested by the Government will be included in the format. Each report is to be signed and dated by the contractor.

c. The contractor shall also furnish weekly updated summary bar chart listing all delivery orders issued to date. The summary bar chart shall be provided on computer diskette and in hard copy.

60 52.9102-4012 TM MATERIAL APPROVAL SUBMITTALS (52.9102-4012 TM)

a. Material submittal requirements will be determined during negotiations of individual task orders. Submittals accomplished IAW the clause "Materials and Workmanship" shall be submitted in four copies unless otherwise specified. Submittals applicable to the entire contract shall be approved by the Contracting Officer prior to start of work on any task

order.

b. Certificates which demonstrate proof of compliance of materials with specifications requirements shall be executed in four copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the contractor, the project name, locations, and the quality and dates of laboratory tests.

c. Where task orders require reports to be submitted with certification, the reports shall contain the name and address of the testing laboratory and the dates of the tests to which the report applies. Certification shall not be construed as relieving the contractor from furnishing satisfactory material that complies with the task order's plan and specifications if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

d. Required tests will be ordered as required per task order. Where testing samples fail to meet specification requirements, the materials represented by the sample shall be replaced with materials which do meet the specifications. All re-testing costs will be borne by the contractor. Samples shall be clearly identified. The Government reserves the right to sample and test materials for compliance with appropriate specifications. (See Contractor Quality Control System.)

61 52.9020-4001 TM OPERATION AND MAINTENANCE (52.9020-4001 TM)

a. Prior to final acceptance and payment of each Task Order, the Contractor shall submit one (1) complete equipment listing (to include name plate data) and three (3) copies of all operation and maintenance manuals to the Contracting Officer's Representative for all mechanical/electrical systems, electrical controls, etc.

b. Three work days in advance of final acceptance and payment, the contractor shall conduct a training session (one-hour minimum, on site) to brief up to six (6) Government personnel on the operation and maintenance procedures of such systems. The Contractor is required to provide three (3) complete tear-down/overhaul/repair manuals and two (2) complete service literature catalogs for the equipment manufacturer's engineered machinery products for the equipment provided, as specified by task order.

62 52.212-4000 TM TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989)
(ER 415-1-15) (52.0212-4000 TM)

(a) This provision specifies the procedures for determination of time extensions for unusually severe weather in accordance with the contract clause, Section 00700, "DEFAULT (FIXED-PRICE CONSTRUCTION)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the task order period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

6 5 4 4 6 4 4 4 4 4 4 5

(c) Upon acknowledgment of the Task Order and continuing throughout the task order, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day.

(d) The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b), above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause, Section 00700, "DEFAULT (FIXED-PRICE CONSTRUCTION)."

63 52.9021-4001 TM DISPOSAL OF WASTE MATERIALS (52.9021-4001 TM)

- a. Any waste, construction debris, or excess material, resulting from performance of the contract shall be removed from and disposed of off Fort Polk by the Contractor in accordance with all applicable Federal, State, and local regulations. All equipment and materials to be removed from the project site not specifically identified for turn-in to the Government shall become the property of the Contractor. Contractor's attention is directed to Section 00800 (Environmental Protection), for special requirements on disposal of hazardous wastes types.
- b. Dumping/cleaning out of concrete trucks on Fort Polk is prohibited. Concrete truck chutes only may be rinsed at the construction site. Wastewater and concrete from this rinse shall be collected in a high density polyethylene (HDPE) plastic-lined pit excavated by the Contractor at the site. At the end of pouring operations, the Contractor shall excavate all the waste and liner and properly dispose of same. The pit shall be completely backfilled and the site restored to original conditions.
- c. The Contractor shall turn-in all materials specifically designated for turn-in to the Government to a location at Fort Polk, as designated by the Contracting Officer. The Contractor shall obtain a receipt from the Government employee responsible for receiving the returned equipment or material as evidence of compliance. A copy of the receipt(s) shall be submitted to the Contracting Officer prior to final inspection of the project.

64 52.32-4111 71 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (JUL 1989)
(EFARS 32.111 (71))(52.0032-4111 71)

Pursuant to the clause entitled "Payments Under Fixed Priced Construction Contracts" materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to those materials which have been approved, if required by the technical provisions; those materials which have been fabricated to the point where they are identifiable to an item of work required under this contract. Such payment will be made only after receipt of paid or receipted invoices or invoices with cancelled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: NONE

65 52.236-4200 TM WRITTEN GUARANTEES AND GUARANTOR'S REPRESENTATIVE

(52.0236-4200 TM)

The Government is entitled to all standard commercially-offered warranties/guarantees. The contractor shall obtain all warranties, have them executed in writing and furnish them to the Contracting Officer prior to final inspection. Additionally, the contractor shall furnish, with each guarantee, the name, address, and telephone number of guarantor's representative who, upon the Contracting Officer's request, will honor the guarantee during the guarantee period and who will provide the services in accordance with the guarantee terms. (Reference Section 01700.)
(End of Statement)

66 52.236-4202 TM PAYROLLS (52.0236-4202 TM)

a. A certified copy of all payrolls will be submitted to the Ordering Officer or COR on a weekly basis.

b. The contractor will be responsible for the submission of certified copies of the payrolls of all subcontractors.

Amend 0004

67 DELETED

68 52.249-4500 TM BASIS FOR SETTLEMENT OF PROPOSALS (52.0249-4500 TM)

Actual costs will be used to determine equipment cost for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a termination settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable and unallocable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

69 52.214-4201 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS (APR 1984)
(52.0214-4201 TM)

See Section 00710, 00720, 00730, and 00740 for applicable documents, exhibits, and other attachments.

70 52.249-4501 TM CONTRADICTION IN QUANTITIES (52.0249-4501 TM)

Any contradiction in quantities requested (i.e., 6 copies required by CIDS and 4 copies required by Division I specifications) the greater quantity will be provided.

Amend 0004

71 DELETED

72 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. The physical conditions indicated on the drawings and in the specifications are the result of site investigations by surveys and borings.

b. Ground water levels

It has been observed that ground water levels in heavily timbered or grassed areas quite often undergo a significant temporary rise when the area is cleared and/or stripped. This increase in water level can hinder traffic and construction progress in the affected areas. The duration of the ground water rise varies considerably, depending on prevailing weather and/or climatic conditions. Ref: Yearbook of Agriculture, 1957, copy available for inspection in Fort Worth District Office.

(End of clause)

(R 7-603.25 1965 JAN)

73 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
(MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

74 CONTRACT PERIODS

(a) Base Bid (One Year): The contract period shall be 365 calendar days from the date of award of the Base Bid.

- (b) Option Bids: The contract period shall be 365 calendar days from the date of award of each option (See Special Clause OPTION TO EXTEND THE TERM OF THE CONTRACT).

75

FIRM-FIXED PRICE (FFP) TASK ORDER

a. A firm-fixed price (FFP) task order provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the task order.

b. The Contractor shall review the scopes of work for completeness/biddability and then provide a proposal for the work. When there exists the need for architect-engineer services associated with the construction, the contractor will develop a work plan as specified by the Government to cover the engineering requirements as well as prepare one proposal to cover the costs of development of the work and the follow-on construction effort. In either case, when preparing the proposal, the contract bid schedule line item disciplines will be used to price labor hours to be performed by the Prime Contractor, with only hours being negotiated. For work that the Prime Contractor intends to subcontract out, competition must be obtained and the most fair and reasonable prices reflected in the Contractor's proposal. The Government shall evaluate the proposal, assures competition is present and sufficient, when required; determines price reasonableness; negotiates with the Contractor, if necessary; and issues the FFP task order.

(a) The issuance of UTO's as undefinitized actions will be the exception, rather than the rule, under this contract. A UTO may be issued by the Contracting Officer when work must commence almost immediately and there is insufficient time to fully definitize the price. In these cases, the Government will have, as a minimum, a Scope of Work and an Independent Government Estimate completed. (Otherwise, the action falls under the definition of an Undefinitized Contract Action (UCA) for which the district has no authority to issue without prior approval by higher headquarters.) Task Orders will be issued with a not-to-exceed amount which reflects the most accurate estimate of the work.

(b) For any UTO, the Government will usually obtain a price proposal from the Contractor prior to issuing the task order. In this way, the IGE can be compared with the proposal and a most realistic not-to-exceed limit can be established for obligation under the task order. As in the firm-fixed-price task orders, the contract bid schedule line item disciplines will be used to price labor hours for work to be performed by the prime contractor, with only hours being negotiated. For work that the prime intends to subcontract out, competition shall be obtained and the most fair and reasonable prices reflected in the contractor's proposal. The Government will then evaluate the proposal, assure competition is present and sufficient (when required), determine price reasonableness, negotiate with the contractor if necessary, and take action to issue a modification to the task order to definitize the action. Government will ensure that adequate funds exist prior to issuing the definitization mod.

(c) In those cases where the task order must be issued without the contractor's proposal, the following limitations will apply:

(1) Contractor's proposal shall be submitted to the Government within 30 calendar days after the issuance of the task order by the Contracting Officer; if it is not, Contracting Officer will take action to terminate the task order.

(2) Contractor shall not perform work beyond 50% of the not-to-exceed obligation without having submitted a qualifying proposal to the Government.

(3) The Government may increase the 50% performance limitation stated above in paragraph (c)(2) to 75% when the Contractor submits a qualifying proposal; this increase will be accomplished via a modification (signed by the Contracting Officer) to the task order.

(4) All task orders issued as UTO's shall/will be definitized within 90 calendar days after receipt of the contractor's proposal; any extension of this time must be approved by the Contracting Officer in writing prior to the 90th day; the Area Office will submit the justification for the extension to the Contracting Officer for approval.

FAILURE TO ADHERE TO THESE TIME CONSTRAINTS WILL RESULT IN THE CONTRACTING OFFICER'S TAKING ACTION TO TERMINATE THE TASK ORDER

a. Time-and-material (T&M) task orders provides for acquiring supplies or services on the basis of: (1) direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit and (2) material cost, including, if appropriate, material handling costs as part of material costs. A T&M task order will be used only when it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.

b. The Contractor shall review the scopes of work for completeness/bidability and then provide a proposal for the work. In preparing the proposal, the contract bid schedule line item disciplines will be used to price all labor hours proposed, i.e., labor hours of the prime and any work to be subcontracted out. Material costs will be priced separately and should reflect the Contractor's effort to obtain the most fair and reasonable price. Payment will be made in accordance with the provisions of FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (see Section 00700),

Amend 0004

78 52.228-4102 TM BONDS (DEC 1991) (52.0228-4102 TM)

(a) Bonds listed below are required when the bid amount exceeds \$25,000. The name and business address of the surety shown on the executed bond forms submitted in response to this solicitation must be the same as the name and business address listed for the surety in Department of Treasury Circular 570. Any bidder/offeror required to furnish a bond has an option to furnish such bond in the form of a firm commitment with good and sufficient surety or sureties acceptable to the Government, such as Standard Form 24 (for Bid Bond); Standard Form 25 (for Performance Bond); Standard Form 25-A (for Payment Bond); postal money order, certified check, cashier's check, bank draft, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States.

(b) Bid Bonds. Each offeror shall submit with his offer a Bid Bond on Standard Form 24 with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Section 00700, BID GUARANTEE, in the amount of the guarantee minimum.

(c) Performance and Payment Bond. Within ten (10) days after notification of award of the contract, the contractor shall execute and furnish two bonds, each with good and sufficient surety or sureties acceptable to the Government, namely a performance bond and a payment bond. (Standard Form 25, Performance Bond, and Standard Form 25-A, Payment Bond, may be obtained from the solicitation issuing office for execution by the contractor). Any bonds furnished shall be furnished by the Contractor to the Government prior to commencement of contract performance. The penal sums of such bonds will be as follows:

(1) Performance Bonds. The penal sum of the performance bond shall equal \$2,000,000.00. Additional performance bonds as allowed by Section 00700, ADDITIONAL BOND SECURITY, will be requested by the Contracting Officer in increments as addressed within the Bid Schedule (CLINS 0009, 1009, 2009, 3009, and 4009).

(2) Payment Bonds. The penal sum of the payment bond shall equal \$1,000,000.00. Additional payment bonds as allowed by Section 00700, ADDITIONAL BOND SURETY, will be requested by the Contracting Officer in increments as addressed within the Bid Schedule (CLINS 0009, 1009, 2009, 3009, and 4009).

(d) Notwithstanding contract clause Section 00700, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACT, paragraph (g), the Government will not reimburse the Contractor initially for the amount of premiums paid for the Performance and Payment Bonds. This payment will be made upon the issuance of delivery/task orders equaling the penal sum of the outstanding bonds. This payment will not exceed the lower of either the offered price for Performance and Payment Bonds or the actual amount paid to the Surety. NOTE: It is the intent of the Government to have all delivery/task orders fully bonded. Additional bonding will be requested by the Contracting Officer by authorizing additional bonds under modification to the contract. The options for additional bonding may be exercised at anytime during the contract period that the option CLIN is applicable (i.e., 0008 Base Period; 1008 Option Period 1; 2008 Option Period 2; 3008, Option Period 3; and 4008 Option Period 4).
FAILURE TO INCLUDE BID BOND OR OTHER BID SECURITY ON TIME MAY BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE. LATE BOND OR OTHER SECURITY WILL BE TREATED IN THE SAME MANNER AS PROVIDED IN THIS SOLICITATION FOR LATE BIDS. FACSIMILE BONDS ARE NOT ACCEPTABLE.

(End of provision)

Amend 0004

79 52.237-4002 DAMAGE RESPONSIBILITY (JAN 1990) (52.0237-4002)

(a) Pursuant to contract clause entitled "PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION", the following schedule of deductions shall be applicable if it becomes necessary to make deductions in the contract price for damages resulting from contractor's operations. The Contractor shall notify the Contracting Officer immediately of damage to Government or private property, or injury to any person resulting from his operations. The Contractor shall advise the contracting officer or his authorized representative of damage to Government facilities due to vandalism or other causes on the day he first notices such damage.

(b) Trucks and/or trailers will be driven on existing roads only and not across or through park areas to facilities.

(c) Damages will be assessed for trees that are injured by mowers or trimming crews. Trees that are totally destroyed will be assessed values as shown in the following table. Where the bark and cambium layers are injured, damages will be assessed as a percent of the tree's circumference. For example, if a tree valued at \$100.00 received an injury causing removal of 25 percent of the cambium around the circumference, then a total damage of \$25.00 has occurred. If more than 50 percent of the cambium around the tree's circumference is damaged, the tree will be considered a total loss.

Tree Diameter (Inches, measured at 12 inches above ground)	Tree Value (Dollars)
2	\$ 40.00
3	\$ 70.00
4	\$ 100.00
5	\$ 140.00
6	\$ 180.00
7	\$ 230.00
Tree Diameter (Inches, measures at 4.5 feet above ground)	Tree Value (Dollars)
8	\$ 280.00
9	\$ 330.00
10	\$ 380.00
11	\$ 430.00
12	510.00
13	600.00
14	700.00
15	800.00
16	910.00
17	1020.00
18	1150.00
19	1280.00
20	1420.00

(d) Damage to trees larger than 20 inches in diameter will be evaluated on an individual basis by Government or contract appraisers.

Amend 0004

80 52.0000-4039 YEAR 2000 COMPLIANCE (JULY 1998) (52.0000-4039)

In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the contractor shall:

a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order that may be affected by the Y2K compliance requirement.

b. Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(End of Paragraph)

Amend 0004

81 REQUIRED INVENTORY OF INFORMATION TECHNOLOGY (52.0000-4040)

In accordance with paragraph 52.0000-4039, "Year 2000 Compliance", the inventory of all information technology, including embedded systems (i.e., microprocessor-based equipment) furnished under this contract which may be affected by the Year 2000 compliance requirement shall contain the following information:

a. Contract number, project title, name of contractor

b. Equipment name/label

c. Indication on whether the information technology is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance

c. Manufacturer's model/serial number and date manufactured

d. Specific location of equipment, i.e., building/room number

e. If equipment is a controller only, indicate what other equipment is controlled by this controller

f. Interoperability: identify any other equipment that is

sending/receiving information to monitor or control said equipment

g. If a PC, including laptop, is required to program, update data, etc., of said equipment, provide PC specifications, operating software name and version number

h. Method used to determine Y2K compliance, i.e., field test, manufacturer's Statement of Compliance, etc.

See Appendix A at Section 00800 for a list of examples of embedded systems.

(End of Paragraph)

END OF SECTION 00800